

Hopp, Anthony

From: Rath, Cheryl [CRath@SCHWABE.com]
Sent: Friday, October 26, 2001 7:14 PM
To: 'hopp@whad.com'
Cc: 'jhodson@millernash.com'; 'kmurphy@timeoil.com'; Dost, Patty
Subject: FW: Fourth Joint Status Report



PLDG_ FOURTH
JOINT STATUS REP..

Gentlemen:

Attached for your review and comment is a draft of the parties fourth joint status report in the Time Oil v. Koppers case. We need to file the report by Friday November 3rd. Please forward your comments to me as soon as possible. Feel free to contact me or Patty Dost if you have any questions. My phone number is 503-796-2874. Thank you for your assistance.

Cheryl Rath

>

> <<PLDG: FOURTH JOINT STATUS REPORT.DOC>>

1 **Patricia M. Dost**

Schwabe, Williamson & Wyatt, P.C.

2 Pacwest Center, Suites 1600-1800

1211 S.W. Fifth Avenue

3 Portland, OR 97204-3795

Telephone (503) 222-9981

4 Fax (503) 796-2900

E-mail pdost@schwabe.com

5 **OSB #90253**

Of Attorneys for Plaintiffs

6 Time Oil Co. and Northwest Terminal Co.

7
8
9
10 IN THE UNITED STATES DISTRICT COURT

11 FOR THE DISTRICT OF OREGON

12 **TIME OIL CO., a Washington**
13 **corporation, and NORTHWEST**
14 **TERMINAL CO., an Oregon corporation,**

Plaintiffs,

15 vs.

16 **KOPPERS COMPANY, INC., a Delaware**
17 **corporation, and BEAZER EAST, INC., a**
18 **Delaware corporation,**

19 Defendants.

No. CV99-41-JE

20 **FOURTH JOINT STATUS REPORT**

21 Pursuant to the Court's April 25, 2000 Order, the parties submit the following joint status
22 report:

Activities Completed

23 Since September 2000, the parties have been operating an interim groundwater collection
24 system. The system has been collecting and removing potentially contaminated groundwater
25 using one horizontal and one vertical well, thereby containing potential groundwater
26 contamination from migrating to adjacent properties or to the Willamette River. As of

1 October 2001, the system had recovered, treated and discharged approximately 4.65 million
2 gallons of groundwater. The parties also completed several rounds of groundwater sampling,
3 completed field work for the Phase II supplemental sampling and Phase III preliminary
4 evaluation, and submitted the First Quarter 2001 Groundwater Report to DEQ.

5 Activities Scheduled

6 The parties have submitted to the Oregon Department of Environmental Quality a
7 Feasibility Study report for approximately 4,000 tons of stockpiled soil, received approval of the
8 report, and are completing preparation of the Soil Stockpile Remedial Action Plan. The parties
9 are waiting to receive approval from EPA, Environment Canada and the British Columbia
10 Ministry of the Environment to transport the soil for treatment and disposal at a permitted facility
11 in British Columbia. The parties expect to receive approval from the agencies in the next 60
12 days and to begin loading and transport following approval.

13 The parties have also submitted a Phase III Remedial Investigation Work Plan and are
14 awaiting DEQ approval. The parties will continue implementation of the groundwater interim
15 action and full-scale treatment and discharge to the Publicly Owned Treatment Works. The
16 parties also plan to submit the Second Quarter 2001 Groundwater Report and Second Quarter
17 2001 Groundwater Interim Action Report to DEQ.

18 Other Issues

19 In the Third Joint Status Report, the parties reported that EPA and DEQ entered into a
20 memorandum of agreement assigning responsibility for the upland sites within the Portland
21 Harbor Superfund site to the DEQ. At the end of September, Time Oil was one of nine parties
22 that signed an Administrative Order on Consent (AOC) with EPA to undertake a remedial
23 investigation and feasibility study of the Portland Harbor. The listing of the Portland Harbor as a
24 Superfund site and the execution of the AOC have not at this time affected the time frame for the
25 parties' investigations and potential remedial actions at the Northwest Terminal facility.

1 Unless the Court directs otherwise, the parties will submit a fifth joint status report by
2 February 3, 2002.

3 Respectfully submitted this ____ day of October, 2001.

4 SCHWABE, WILLIAMSON & WYATT, P.C.

6 By: _____

7 Patricia M. Dost, OSB #90253
8 (503) 222-9981
9 Of Attorneys for Plaintiffs
Time Oil Co. and Northwest Terminal Co.

10 MILLER NASH LLP

11 By: _____

12 Dean D. DeChaine
13 Jerry B. Hodson
14 (503) 224-5858
Of Attorneys for Defendants

15 WILDMAN, HARROLD, ALLEN & DIXON

16 By: _____

17 Anthony G. Hopp
18 (312) 201-2000
19 Of Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the _____ of October, 2001, I served the foregoing FOURTH JOINT STATUS REPORT, on the following parties at the following addresses:

Dean D. DeChaine
Jerry B. Hodson
Miller Nash LLP
3500 U.S. Bancorp Tower
111 S.W. Fifth Avenue
Portland, OR 97204-3699

Anthony G. Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, IL 60606

by mailing to them a true and correct copy thereof, certified by me as such, placed in a sealed envelope addressed to them at the addresses set forth above, and deposited in the U.S. Post Office at Portland, Oregon on said day with postage prepaid.

Patricia M. Dost



Oregon

John A. Kitzhaber, M.D., Governor

Department of Environmental Quality

Northwest Region
2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471

September 25, 2001

Kevin Murphy
Time Oil Co.
2737 W. Commodore Way
Seattle, WA 98199-1233

Re: Soil Stockpile FS
Time Oil Co. Northwest Terminal

Dear Mr. Murphy:

The Department of Environmental Quality (DEQ) reviewed the September 4, 2001 *Phase I Feasibility Study, Soil Stockpile* (Soil Stockpile FS) prepared by Landau Associates, Inc. for the Time Oil Northwest Terminal. Generally we agree with the proposed offsite disposal option. The proposed alternative is consistent with the Phase I treatment and disposal objectives of the 1996 Agreement between DEQ and Time Oil. No revisions to the Soil Stockpile FS are necessary, but we have a few clarifications below.

1. The proposed stockpile disposal can likely be completed as a removal, defined by Oregon Revised Statutes (ORS) 465.200 (24). As noted in the Soil Stockpile FS, a terminal-wide risk assessment and feasibility study will be required to address the remaining mixing-area contamination (Phase II) and petroleum storage or other facility contamination (Phase III). DEQ anticipates selection of the remedy for these phases through a Staff Report, public notice and comment, and Record of Decision (ROD). The Phase I stockpile removal will be referenced in this future ROD for the facility.
2. Section 3.2. There are detections of pentachlorophenol in the soil stockpile that exceed Hot Spot criteria. However, this has been addressed by the offsite disposal option proposed.
3. Section 3.4. As the result of a change in the Environmental Cleanup Statutes during the 1999 legislative session, landfilling is now equivalent to treatment when evaluating remedial options for Hot Spots of contamination.
4. Section 4.1.3. Post-removal sampling to characterize soil underneath the stockpile should be conducted in lieu of compliance points.
5. Table 2. Removal may result in "no residual impact to human health or the environment" at the source, but not at the receiving landfill and surrounding community, which will rely on long-term controls to limit migration and exposure. Protectiveness and effectiveness are still a concern at the disposal site.

I will prepare a staff memorandum for review by DEQ management. Our approval is contingent upon DEQ managerial review as well as approvals for shipment and disposal from the U.S. Environmental





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

December 18, 2001

OFFICE OF
ENFORCEMENT AND
COMPLIANCE ASSURANCE

EPA Notice No.: 600/01

MR. ROBERT FISHER
BEAZER EAST INC./TIME OIL COMPANY
ONE OXFORD
SUITE 3000
PITTSBURGH, PA 15219
EPA I.D. No.: ORD009597543

Dear MR. FISHER:

This is to acknowledge receipt of your notice, dated August 6, 2001, of intent to export hazardous waste to Canada as required by Title 40, Code of Federal Regulations, Part 262, Subpart E, Section 262.53 promulgated pursuant to the Resource Conservation and Recovery Act (RCRA). In accordance with the U.S.-Canada Bilateral Agreement on the Transboundary Movement of Hazardous Waste, the U.S. Environmental Protection Agency (EPA) forwarded your notice to the Government of Canada and Canada has no objection to your shipment(s) of hazardous waste.

This letter constitutes the EPA Acknowledgment of Consent for the export of the following hazardous waste as specified in your notice:

Waste Description: CONTAMINATED SOIL. EPA Waste Code: F027. DOT Shipping Name: HAZARDOUS WASTE, SOLID, NOS; DOT Hazard Class: 9; DOT I.D. No.: NA3077. Total Volume to be Exported: 9,500 TONS.. Estimated Frequency: 450 loads per YEAR.

Received Time Dec. 18, 2001 2:11 PM Internet Address (URL): <http://www.epa.gov>
Printed on Recycled Paper (Minimum 30% Postconsumer)

DEC-20-2001 08:05

99%

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BZTO104(e)013783

6. You must file an exception report with the USEPA, Ariel Rios Building, Mail Code 2222A, 1200 Pennsylvania Avenue, NW, Washington, DC 20460, ATTN: IMPORT-EXPORT PROGRAM, if you have not received a copy of the manifest signed by the transporter stating the date and place of departure from the U.S. within forty five (45) days from the date it was accepted by the initial transporter; if within ninety (90) days from the date the waste was accepted by the initial transporter, the primary exporter has not received written confirmation from the consignee that the hazardous waste was received; or if the waste is returned to the United States. (262.55). Alternately, exception reports may be sent by courier to the same office at the Ariel Rios Building, Room 5124, 1200 Pennsylvania Avenue, NW, Washington, DC 20004.

7. You must file an annual report by March 1 of each year with the USEPA, Ariel Rios Building, Mail Code 2222A, 1200 Pennsylvania Avenue, NW, Washington, DC 20460, ATTN: IMPORT-EXPORT PROGRAM, summarizing all hazardous waste shipments exported during the previous calendar year. The report must include all items listed in 262.56. Alternately, annual reports may be sent by courier to the same office at the Ariel Rios Building, Room 5124, 1200 Pennsylvania Avenue, NW, Washington, DC 20004.

All shipments of hazardous waste must conform to all applicable State and Federal hazardous waste regulations and transportation requirements as well as these specific export requirements.

Any questions you may have concerning this Acknowledgment of Consent or other export requirements may be directed to Mr. Scott Nelson (Phone 202/564-5032), or Mr. Bob Small (Phone 202/564-5043), EPA, Office of Enforcement and Compliance Assurance.

Sincerely,

Robert G. Heiss

Robert G. Heiss
Director
Import-Export Program
Enforcement, Planning, Targeting and
Data Division
Office of Compliance (2222A)

Received Time Dec.18. 2:11PM

DEC-20-2001 08:05

4

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BZTO104(e)013785

Hopp, Anthony

From: CRath@SCHWABE.com
Sent: Wednesday, May 02, 2001 6:50 PM
To: jhodson@millernash.com
Cc: hopp@whad.com
Subject: Time Oil v. Koppers and Beazer Third Joint Status Report



Third Joint Status
Report.DOC ...

Gentlemen:

Attached is a draft of the Third Joint Status Report in the Time Oil v. Koppers and Beazer case. Please contact me or Patty Dost if you have comments or revisions.

If you are both satisfied with the Report, I would appreciate it if you would both fax a copy of the Report with your signatures to me at 503-796-2900, and mail the originals to me. If possible, we would like to file the Report tomorrow. We will file the Report with your faxed signatures and will file your original signatures upon receipt. In the alternative, if you are unable to fax and mail signed copies, please authorize us to sign on your behalf.

Please contact me if you have any questions or concerns. Thank you for your assistance.

Cheryl A. Rath
Attorney
Schwabe, Williamson & Wyatt
(503) 796-2874

<<Third Joint Status Report.DOC>>

NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient or believe that you may have received this communication in error, please reply to the sender indicating that fact and delete the copy you received. In addition, you should not print, copy, retransmit, disseminate, or otherwise use the information. Thank you.

1 **Patricia M. Dost**

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2 Pacwest Center, Suites 1600-1800

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3 Portland, OR 97204-3795

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4 Fax (503) 796-2900

E-mail pdost@schwabe.com

5 **OSB #90253**

Of Attorneys for Plaintiffs

6 Time Oil Co. and Northwest Terminal Co.

7
8
9 IN THE UNITED STATES DISTRICT COURT

10 FOR THE DISTRICT OF OREGON

11
12 **TIME OIL CO., a Washington**
13 **corporation, and NORTHWEST**
14 **TERMINAL CO., an Oregon corporation,**

15 Plaintiffs,

16 vs.

17 **KOPPERS COMPANY, INC., a Delaware**
18 **corporation, and BEAZER EAST, INC., a**
19 **Delaware corporation,**

20 Defendants.

No. CV99-41-JE

THIRD JOINT STATUS REPORT

21 Pursuant to the Court's April 25, 2000 Order, the parties submit the following joint status
22 report:

Activities Completed

23 In September 2000, the parties began operation of an interim groundwater collection
24 system. The system collects and removes potentially contaminated groundwater using one
25 horizontal and one vertical well, thereby containing potential groundwater contamination from
26 migrating to adjacent properties or to the Willamette River. As of March 31, 2001, the system

1 had recovered, treated and discharged approximately 2.2 million gallons of groundwater. In
2 addition, an unusually low water table this winter allowed the parties to recover 8.5 liters of
3 product from one monitoring well at the site, thereby reducing the volume of source material
4 available to contaminate groundwater at the site, before the water table was again in January
5 2001.

6 Activities Scheduled

7 The parties have submitted to the Oregon Department of Environmental Quality a plan
8 for analysis of a chemical, biological and physical perimeters of soil from the site to evaluate the
9 effectiveness and feasibility of biological treatment or other remedial actions to address
10 contaminated soil. These studies will be completed as soon as they are approved by the Oregon
11 DEQ. The parties are also developing a strategy for a sensitivity analysis to identify those
12 chemicals at the site that most determine the magnitude of a potential risk the site may present to
13 human health or the environment. Finally, further investigation of the site is planned for the late
14 spring or early summer.

15 Other Issues

16 In the Second Joint Status Report, the parties reported the December 1, 2000 listing of the
17 Willamette River at Portland Harbor on the National Priorities List. At that time, the EPA and
18 the DEQ had not yet reached an agreement on how their overlapping authorities will be
19 exercised at upland sites, such as Time Oil's Northwest Terminal, within the Portland Harbor
20 NPL site. EPA and DEQ have now entered into a memorandum of agreement assigning
21 responsibility for the upland sites to the DEQ. At this time, it does not appear that the NPL
22 listing will affect the time frame for the parties' investigations and potential remedial actions at
23 the Northwest Terminal facility.

1 Unless the Court directs otherwise, the parties will submit a fourth joint status report by
2 August 1, 2001.

3 Respectfully submitted this ____ day of May, 2001.

4 SCHWABE, WILLIAMSON & WYATT, P.C.

6 By: _____

7 Patricia M. Dost
8 OSB #90253
9 (503) 222-9981
Of Attorneys for Plaintiffs
Time Oil Co. and Northwest Terminal Co.

10 MILLER, NASH, WEINER, HAGER &
11 CARLSEN, LLP

12 By: _____

13 Dean D. DeChaine
14 Jerry B. Hodson
15 (503) 224-5858
Of Attorneys for Defendants

16 WILDMAN, HARROLD, ALLEN & DIXON

18 By: _____

19 Anthony G. Hopp
20 (312) 201-2000
21 Of Attorneys for Defendant
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Dean D. DeChaine	Anthony G. Hopp
Jerry B. Hodson	Wildman, Harrold, Allen & Dixon
Miller Nash Weiner Hager & Carlson, LLP	225 West Wacker Drive
3500 U.S. Bancorp Tower	Chicago, IL 60606
111 S.W. Fifth Avenue	
Portland, OR 97204-3699	

Patricia M. Dost

Hopp, Anthony

From: PDost@schwabe.com
Sent: Wednesday, December 27, 2000 5:56 PM
To: kmurphy@timeoil.com; Hopp@WHAD.com; hodson@millernash.com; TischukM@hansonle.com
Subject: Time Oil/Beazer joint status report



869080_1.DOC (33 KB)

Attached please find a draft joint status report. Due to a holiday-induced brain cramp, I am extremely late getting this out to you, and would appreciate your comments as soon as possible. Thanks!

<<869080_1.DOC>> Patty Dost
Schwabe Williamson & Wyatt
pdost@schwabe.com
Tel: (503) 796-2449
Fax: (503) 796-2900

NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient or believe that you may have received this communication in error, please reply to the sender indicating that fact and delete the copy you received. In addition, you should not print, copy, retransmit, disseminate, or otherwise use the information. Thank you.

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4 Fax (503) 796-2900
E-mail pdost@schwabe.com
5 **OSB #90253**
Of Attorneys for Plaintiffs
6 Time Oil Co. and Northwest Terminal Co.

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9
10 IN THE UNITED STATES DISTRICT COURT
11 FOR THE DISTRICT OF OREGON

12 **TIME OIL CO., a Washington**
13 **corporation, and NORTHWEST**
14 **TERMINAL CO., an Oregon corporation,**

15 Plaintiffs,

16 vs.

17 **KOPPERS COMPANY, INC., a Delaware**
18 **corporation, and BEAZER EAST, INC., a**
19 **Delaware corporation,**

20 Defendants.

No. CV99-41-JE

SECOND JOINT STATUS REPORT

21 Pursuant to the Court's April 25, 2000 Order, the parties submit the following joint status
22 report:

23 Activities Completed

24 In September 2000, the parties began operation of an interim groundwater collection
25 system. The system collects and removes potentially contaminated groundwater using one
26 horizontal and one vertical well, thereby containing potential groundwater contamination from
migrating to adjacent properties or to the Willamette River. As of November 30, 2000, the

1 system had recovered 765,000 gallons of groundwater, and over 500,000 gallons had been
2 treated and discharged. In addition, an unusually low water table has allowed the parties to
3 recover approximately four gallons of product from one monitoring well at the site, thereby
4 reducing the volume of source material available to contaminate groundwater at the site.

5 Activities Scheduled

6 The parties are completing development of a work plan for pilot testing to evaluate the
7 effectiveness and feasibility of several remedial action technologies to address contaminated soil.
8 The parties expect to submit this work plan to the Oregon Department of Environmental Quality
9 in January 2001. The parties also are developing a strategy for a sensitivity analysis to identify
10 those chemicals at the site that most determine the magnitude of the potential risk the site
11 presents to human health or the environment. Finally, further investigation of the site is planned
12 for the spring.

13 Other Issues

14 On December 1, 2000, the Federal Environmental Protection Agency listed the
15 Willamette River at Portland Harbor on the National Priorities List. Time Oil's Northwest
16 Terminal is within the Portland Harbor study area. The EPA and the DEQ have not yet reached
17 agreement on how their overlapping authorities will be exercised at upland sites within the
18 Portland Harbor NPL site. At this time, it is unclear whether or how the NPL listing will affect
19 the parties' investigations and potential remedial actions at the Northwest Terminal facility.

1 Unless the Court directs otherwise, the parties will submit a third joint status report by
2 April 30, 2001.

3 Respectfully submitted this ____ day of December, 2000.

4 SCHWABE, WILLIAMSON & WYATT, P.C.

5
6 By: _____
7 Patricia M. Dost
8 OSB #90253
9 (503) 222-9981
Of Attorneys for Plaintiffs
Time Oil Co. and Northwest Terminal Co.

10 MILLER, NASH, WEINER, HAGER &
11 CARLSEN, LLP

12
13 By: _____
14 Dean D. DeChaine
15 Jerry B. Hodson
(503) 224-5858
Of Attorneys for Defendants

16 WILDMAN, HARROLD, ALLEN & DIXON

17
18 By: _____
19 Anthony G. Hopp
20 (312) 201-2000
21 Of Attorneys for Defendant

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the ____ day of December, 2000, I served the foregoing
3 JOINT STATUS REPORT, on the following parties at the following addresses:

4 Dean D. DeChaine	Anthony G. Hopp
5 Jerry B. Hodson	Wildman, Harrold, Allen & Dixon
6 Miller Nash Weiner Hager & Carlson, LLP	225 West Wacker Drive
3500 U.S. Bancorp Tower	Chicago, IL 60606
111 S.W. Fifth Avenue	
Portland, OR 97204-3699	

7 by mailing to them a true and correct copy thereof, certified by me as such, placed in a sealed
8 envelope addressed to them at the addresses set forth above, and deposited in the U.S. Post
9 Office at Portland, Oregon on said day with postage prepaid.

10
11
12 _____
Patricia M. Dost
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26

FACSIMILE TRANSMISSION

Please notify the recipient immediately

DATE: August 23, 2000

TO:	FAX NO.	PHONE NO.
Anthony Hopp Wildman Harrold Allen & Dixon	(312) 201-2555	(312) 201-2000

FROM:	PHONE NO.:	E-MAIL ADDRESS:
Patricia M. Dost	(503) 796-2449	pdost@schwabe.com

MESSAGE:

Enclosed is a copy of EPA Fact Sheet - Portland Harbor Site, dated August 2000

FILE NUMBER:	089360 108195		
NO. OF PAGES, INCLUDING COVER:	4	TRANSMITTAL TIME:	5:17 a.m. / p.m.
VIA FAX ONLY:	X	ALSO VIA:	

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IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL (503) 796-2410 AS SOON AS POSSIBLE.

FAX OPERATOR:	<i>[Signature]</i>	DIRECT DIAL PHONE:	(503) 796-2410
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August 2000

EPA FACT SHEET PORTLAND HARBOR SITE Portland, Oregon

EPA Proposes Portland Harbor to National Priorities List

Why List Portland Harbor?

Studies have shown that elevated levels of contaminants threaten a six-mile stretch of the Willamette River from the southern tip of Sauvie Island to Swan Island, generally referred to as Portland Harbor (see map). The harbor sediments contain the pesticide DDT, polychlorinated biphenyls (PCBs), heavy metals, and polynuclear aromatic hydrocarbons (carcinogenic compounds found in petroleum products). These contaminants may pose risks to people, fish, and other wildlife, and the contaminant levels are high enough for EPA to propose Portland Harbor to the NPL.

The Lower Willamette is a very popular area for recreation, including fishing. The river provides a critical migratory corridor and rearing habitat for salmon and steelhead. Two runs of steelhead and two runs of chinook that use Portland Harbor are currently classified as threatened under the federal Endangered Species Act.

The upland area adjacent to Portland Harbor is highly industrialized, and the river has heavy marine traffic. Possible sources of the harbor contamination include hazardous waste and petroleum product storage; marine construction; oil gasification plant operations; wood treating; agricultural chemical production; natural gas plant operations; chlorine production; ship loading, maintenance, and repair; and rail car manufacturing.

Public Comments Due by September 25

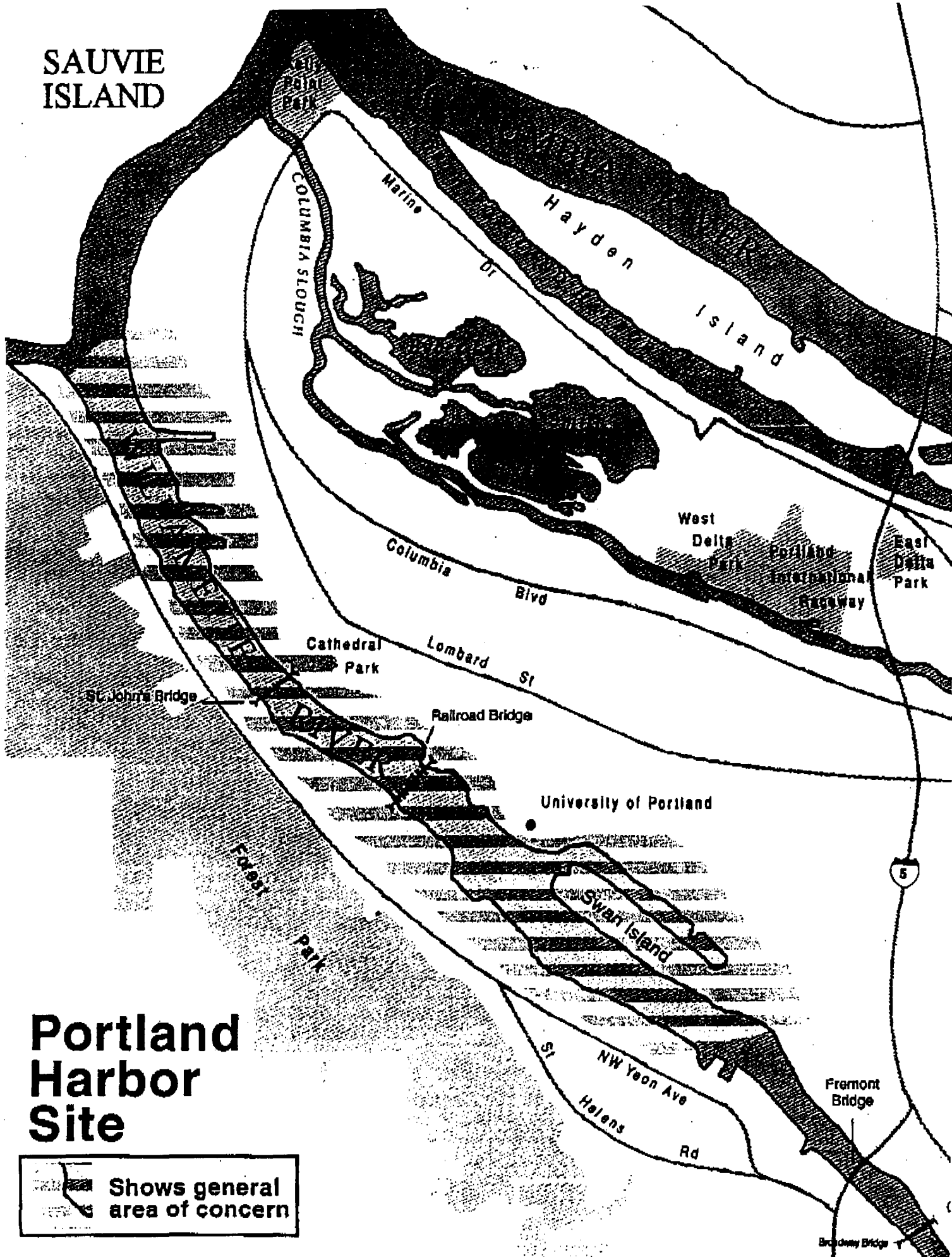
The U.S. Environmental Protection Agency (EPA) is requesting comments on its proposal to add the Portland Harbor site to the National Priorities List (NPL). The NPL is EPA's list of the nation's most contaminated hazardous waste sites that are targeted for cleanup.

The Oregon Department of Environmental Quality (DEQ), which is already involved in many cleanups on the Lower Willamette riverbanks, worked for over two years to develop a state-led cleanup approach to Portland Harbor. However, several of the criteria for deferring the cleanup to the state were not met. In July, Oregon Governor John Kitzhaber concurred with EPA's decision to propose that Portland Harbor be added to the NPL, with the understanding that DEQ and EPA will work together on the cleanup, and that it will be integrated with other state initiatives to restore the health of the river.

DEQ and EPA to Jointly Manage Investigation and Cleanup

DEQ and EPA will continue to work together, with DEQ taking the lead role on investigation of upland contamination and EPA taking the lead role on investigation of sediment contamination. As the investigation of the Portland Harbor site proceeds, the site boundaries will be defined.

SAUVIE ISLAND



Portland Harbor Site

How to Comment on the Proposal

The Portland Harbor proposal was published in the Federal Register on July 27, 2000. EPA invites you to comment on the proposal. After the sixty-day comment period closes, EPA will consider all comments received before listing the site as final on the NPL. Comments must be postmarked by September 25, 2000. Send an original and three copies of comments.

By postal mail:

Docket Coordinator, Headquarters
U.S. EPA CERCLA Docket Office, 5201G
1200 Pennsylvania Avenue N.W.
Washington, D.C. 20460

By express mail or courier:

Docket Coordinator, Headquarters
U.S. EPA CERCLA Docket Office
1235 Jefferson Davis Highway
Crystal Gateway #1, 1st floor
Arlington, Virginia 22202

Comments may also be e-mailed, in ASCII format only, to superfund.docket@epa.gov. E-mailed comments must be followed by an original and three copies by mail or express mail.

More Information

For reviewing the documents that support the NPL proposal:

Bob Phillips

EPA Region 10
1200 Sixth Avenue, ECL-110 Seattle,
Washington 98101
206-553-6699 or toll free at 1-800-424-4372
phillips.bob@epa.gov

For electronic information about Portland Harbor:

EPA Region 10 web site

<http://www.epa.gov/r10earth/>

Click on "Index," then "P," and then "Portland Harbor, Oregon."

DEQ Portland Harbor web site

<http://www.deq.state.or.us/wmc/cleanup/PortlandHarbor/portlandharbor.htm>

For information about technical issues and about the proposed listing:

Sally Thomas, EPA Project Manager
206-553-2102 or toll free at 1-800-424-4372

Chip Humphrey, EPA Project Manager
503-326-2678

Mike Rosen, DEQ Portland Harbor Manager
503-229-6712

For general information:

Cindy Colgate, EPA Community Involvement Coordinator
206-553-1815 or toll free at 1-800-424-4372

Kim Cox, DEQ Portland Harbor Project Coordinator-503-229-6590

Hopp, Anthony

From: PDost@schwabe.com
Sent: Wednesday, August 23, 2000 11:07 AM
To: Hopp@WILDMANHARROLD.com; hodson@MillerNash.com
Cc: rgordon@timeoil.com; kmurphy@timeoil.com; CRath@schwabe.com
Subject: status report



835988_1.DOC (35
KB)

Tony and Jerry,

I've attached a revised version to reflect Tony's comments. Unless I hear otherwise from you in the next couple of hours, I'm going to sign for Tony and send it in. I'll include a cover letter stating that Jerry is in trial, but that Tony has reviewed and authorized me to sign.

Although I'm making all of the suggested revisions, I want to be sure that, as among us, we're clear on a couple of points. First, we are addressing a number of chemicals other than penta at this site that are associated with the pentachlorophenol-formulating operations, including those chemicals found in carrier fluids mixed with the penta. So it's not strictly accurate that the RI report looks just at the "nature and extent of pentachlorophenol contamination." Second, the groundwater contamination isn't potential -- we've got a roomful of data that shows that it's actually there, unfortunately.

Thanks for the quick work on this, guys.

<<835988_1.DOC>> Patty Dost
Schwabe Williamson & Wyatt
pdost@schwabe.com
Tel: (503) 796-2449
Fax: (503) 796-2900

NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient or believe that you may have received this communication in error, please reply to the sender indicating that fact and delete the copy you received. In addition, you should not print, copy, retransmit, disseminate, or otherwise use the information. Thank you.

1 **Patricia M. Dost**

Schwabe, Williamson & Wyatt, P.C.

2 Pacwest Center, Suites 1600-1800

1211 S.W. Fifth Avenue

3 Portland, OR 97204-3795

Telephone (503) 222-9981

4 Fax (503) 796-2900

E-mail pdost@schwabe.com

5 **OSB #90253**

Of Attorneys for Plaintiffs Time Oil Co. and Northwest
Terminal Co.

7
8
9
10 IN THE UNITED STATES DISTRICT COURT
11 FOR THE DISTRICT OF OREGON

12 **TIME OIL CO., a Washington**
13 **corporation, and NORTHWEST**
14 **TERMINAL CO., an Oregon corporation,**

15 Plaintiffs,

16 vs.

17 **KOPPERS COMPANY, INC., a Delaware**
18 **corporation, and BEAZER EAST, INC., a**
19 **Delaware corporation,**

20 Defendants.

No. CV99-41-JE

JOINT STATUS REPORT

21 Pursuant to the Court's April 25, 2000 Order, the parties submit the following joint status
22 report:

Activities Completed

23 On April 6, 2000, Time Oil Co. ("Time Oil") submitted to the Oregon Department of
24 Environmental Quality ("DEQ") the report of its investigation into the nature and extent of
25 apparent pentachlorophenol contamination associated with the former wood preservative
26 formulating operation at Time Oil's Northwest Terminal. DEQ provided written comments on

1 this report, identifying areas where DEQ believes additional investigation is warranted,
2 requesting further information about current and likely future land and water uses in the vicinity
3 of the Northwest Terminal, and suggesting items to be covered in the forthcoming risk
4 assessment. On July 21, Time Oil and Beazer East, Inc. met with the DEQ to discuss these
5 comments, future phases of work, and potential cleanup levels. The meeting was productive, and
6 the parties and DEQ are in substantial agreement on technical issues relevant to the next phases
7 of work.

8 The parties also have designed an interim groundwater collection system. The intent of
9 this system is to collect and remove potentially contaminated groundwater using one horizontal
10 and one vertical well, thereby containing potential groundwater contamination from migrating to
11 adjacent properties or to the Willamette River. Construction of the interim action is substantially
12 complete, and, subject to DEQ's approval, the system is expected to be in operation in
13 September 2000.

14 Activities Scheduled

15 The parties intend to develop a work plan this fall for pilot tests to evaluate the
16 effectiveness and feasibility of several remedial action technologies to address contaminated soil.
17 Pending DEQ approval, the parties expect to implement these treatability tests this winter. The
18 parties also expect to complete a sensitivity analysis to identify those chemicals at the site that
19 most determine the magnitude of the potential risk the site presents to human health or the
20 environment. Further investigation is planned for the late fall, and, as stated above, the interim
21 groundwater collection system is expected to begin operation in September.

1 Unless the Court directs otherwise, the parties will submit a second joint status report by
2 December 27, 2000.

3 Respectfully submitted this ____ day of August, 2000.

4 SCHWABE, WILLIAMSON & WYATT, P.C.

6 By: _____

7 Patricia M. Dost
8 OSB #90253
9 [503] 222-9981
Of Attorneys for Plaintiffs Time Oil Co. and
Northwest Terminal Co.

10 MILLER NASH WEINER HAGER & CARLSON,
11 LLP

12 By: _____

13 Dean D. DeChaine
14 Jerry B. Hodson
(503)224-5858
Of Attorneys for Defendants

15 WILDMAN, HARROLD, ALLEN & DIXON

16 By: _____

17 Anthony G. Hopp
18 (312) 201-2000
Of Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the [Day (e.g., 1st, 2nd, 5th)] day of
[Month, Year (e.g., January, 1999)] , I served the foregoing [Document Title] , on the following
[party/parties] at the following [address/addresses] :

[Address 1] [Address 2]
by mailing to [him/her/them] a true and correct copy thereof, certified by me as such, placed in a
sealed envelope addressed to [him/her/them] at the [address/addresses] set forth above, and
deposited in the U.S. Post Office at [City, State] on said day with postage prepaid.

[Attorney's Name]

Hopp, Anthony

From: PDost@schwabe.com
Sent: Sunday, August 20, 2000 3:34 PM
To: kmurphy@timeoil.com; rgordon@timeoil.com; Hopp@WHAD.com; TischukM@hansonle.com; hodson@MillerNash.com
Subject: joint status report



835223_1.DOC (35
KB)

Gentlemen:

Attached please find a draft joint status report. As you know, the status report is due to Judge Jelderks this Wednesday, August 23, and I am a big jerk for not getting it out until now. Because I am so late getting this to you, I am sending it to everyone at once for review.

I will be in California all day Monday, but feel free to express your irritation to my voice mail. I'll be in bright and early Tuesday to review your comments, and hopefully we can get this to Court by COB Wednesday. Thanks for your patience.

<<835223_1.DOC>> Patty Dost
Schwabe Williamson & Wyatt
pdost@schwabe.com
Tel: (503) 796-2449
Fax: (503) 796-2900

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E-mail pdost@schwabe.com

5 **OSB #90253**

Of Attorneys for Plaintiffs Time Oil Co. and Northwest
Terminal Co.

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10 IN THE UNITED STATES DISTRICT COURT
11 FOR THE DISTRICT OF OREGON

12 **TIME OIL CO., a Washington**
13 **corporation, and NORTHWEST**
14 **TERMINAL CO., an Oregon corporation,**

Plaintiffs,

15 vs.

16 **KOPPERS COMPANY, INC., a Delaware**
17 **corporation, and BEAZER EAST, INC., a**
18 **Delaware corporation,**

Defendants.

No. CV99-41-JE

JOINT STATUS REPORT

19
20 Pursuant to the Court's April 25, 2000 Order, the parties submit the following joint status
21 report:

22 Activities Completed

23 On April 6, 2000, Time Oil submitted to the Oregon Department of Environmental
24 Quality (DEQ) the report of its investigation into the nature and extent of contamination
25 associated with the former pentachlorophenol-formulating operation at Time Oil's Northwest
26 Terminal. DEQ provided written comments on this report, identifying areas where DEQ

1 believes additional investigation is warranted, requesting further information about current and
2 likely future land and water uses in the vicinity of the Northwest Terminal, and suggesting items
3 to be covered in the forthcoming risk assessment. On July 21, Time Oil and Beazer met with the
4 DEQ to discuss these comments, future phases of work, and potential cleanup levels. The
5 meeting was productive, and the parties and DEQ are in substantial agreement on most technical
6 issues.

7 Meanwhile, the parties have designed an interim groundwater collection system. The
8 intent of this system is to collect and remove contaminated groundwater using one horizontal and
9 one vertical well, thereby containing the groundwater contamination from migrating to adjacent
10 properties or to the Willamette River. Construction of the interim action is substantially
11 complete, and, subject to DEQ's approval, the system is expected to be in operation in
12 September.

13 In May (?), Time Oil's environmental manager traveled to Louisiana to view remediation
14 technologies Beazer has found successful at similar sites. Beazer and its contractors have toured
15 the Northwest Terminal to evaluate whether such technologies might be successful at this site.

16 Activities Scheduled

17 The parties intend to begin pilot tests this fall to evaluate the effectiveness and feasibility
18 of several remedial action technologies. The parties also expect to complete a sensitivity
19 analysis to identify those chemicals at the site that most determine the magnitude of the risk the
20 site presents to human health or the environment. Further investigation is planned for the late
21 fall, and, as stated above, the interim groundwater collection system is expected to begin
22 operation in September.

1 Unless the Court directs otherwise, the parties will submit a second joint status report by
2 December 27, 2000.

3 Respectfully submitted this ____ day of August, 2000.

4 SCHWABE, WILLIAMSON & WYATT, P.C.

5
6 By: _____
7 Patricia M. Dost
8 OSB #90253
9 [503] 222-9981
Of Attorneys for Plaintiffs Time Oil Co. and
Northwest Terminal Co.

10 MILLER NASH WEINER HAGER & CARLSON,
11 LLP

12 By: _____
13 Dean D. DeChaine
14 Jerry B. Hodson
15 (503)224-5858
Of Attorneys for Defendants

16 WILDMAN, HARROLD, ALLEN & DIXON

17 By: _____
18 Anthony G. Hopp
19 (312) 201-2000
20 Of Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the [Day (e.g., 1st, 2nd, 5th)] day of
[Month, Year (e.g., January, 1999)] , I served the foregoing [Document Title] , on the following
[party/parties] at the following [address/addresses] :

[Address 1] [Address 2]
by mailing to [him/her/them] a true and correct copy thereof, certified by me as such, placed in a
sealed envelope addressed to [him/her/them] at the [address/addresses] set forth above, and
deposited in the U.S. Post Office at [City, State] on said day with postage prepaid.

[Attorney's Name]

WILDMAN, HARROLD, ALLEN & DIXON

225 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60606-1229
(312) 201-2000
FAX: (312) 201-2555

ANTHONY G. HOPP
(312) 201-2537
E-MAIL: hopp@whad.com

February 3, 1999

VIA TELECOPY & U.S. MAIL

Patricia M. Dost, Esq.
Schwabe, Williamson & Wyatt
Pacwest Center, Suite 1600-1800
1211 Southwest 5th Avenue
Portland, OR 97204-3795
Telecopy No.: (503) 796-2900

Re: *Time Oil v. Beazer East, Inc.*
Case No. 99-41-JE

Dear Patty:

Thank you for your agreement to a two-week extension for Beazer to respond to Time Oil's Complaint in this matter. Beazer will file its responsive pleadings on or before February 16, 1999. By now you should have heard from Jerry Hodson regarding arrangements for the motion to enlarge time.

Despite the initiation of litigation, Beazer remains interested in discussing the potential for settlement with Time Oil. Beazer has begun the review of the documents you forwarded last week. Beazer has also spent significant time reviewing the Landau Report, and your letter of December 9, 1998. Beazer's review of these documents has given rise to several questions. First, please provide an explanation for the three alternative remedial approaches set forth in the Landau Report. Why were these three potential options selected, to the exclusion of other options? What considerations went into the specific elements of each of the three potential remedial options? Given that Landau has been consulting on this site for several years, and presumably has substantial experience in conducting remediation activities in Oregon, which remedial option does Landau believe would most likely be acceptable to the Oregon Department of Environmental Quality ("DEQ")?

Further, what is your reason for selecting the most expensive option as a basis for settlement? Are you simply attempting to protect your client's interest to the

WILDMAN, HARROLD, ALLEN & DIXON

Patricia M. Dost, Esq.

February 3, 1999

Page 2

maximum possible extent, or do you have some information which tends to indicate that the most expensive option will be the only one which will prove acceptable to the DEQ? Can you provide Beazer with some idea as to the likelihood that one of the less expensive remedial options would be accepted?

I look forward to receiving your responses to these questions.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON

A handwritten signature in black ink, appearing to read "Tony Hopp", written over the printed name.

Anthony G. Hopp

AGH:kma

**SCHWABE
WILLIAMSON
& WYATT**
P.C.
ATTORNEYS AT LAW

PACWEST CENTER, SUITES 1600-1800

1211 SOUTHWEST FIFTH AVENUE ■ PORTLAND, OREGON 97204-3795

TELEPHONE: 503 222-9981 ■ FAX: 503 796-2900 ■ TELEX: 650-686-1360

PATRICIA M. DOST

Admitted in Oregon and Washington

Direct Line: (503) 796-2449

E-Mail Address: pmd@schwabe.com

January 22, 1999

Anthony G. Hopp, Esq.
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, IL 60606-1229

Re: Time Oil: Northwest Terminal
Our File No. 089360/082295

Dear Tony:

In response to your request of January 5, 1999, please find enclosed for your review, a copy of reports, assessments, studies or analyses related to Time Oil's Northwest Terminal which have been completed since April 1997. The documents are Bates stamped TO 100001 - TO 100418).

Please contact me if you have any questions or comments.

Very truly yours,



Patricia M. Dost

PMD:CRA:smk
Enclosures

PORTLAND OREGON ■ SEATTLE WASHINGTON ■ VANCOUVER WASHINGTON ■ WASHINGTON DISTRICT OF COLUMBIA
503 222-9981 206 622-1711 360 694-7551 202 785-5960

(17/089360/082295/CRA/225980.1)

BZTO104(e)013812

WILDMAN, HARROLD, ALLEN & DIXON

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(312) 201-2000
FAX: (312) 201-2555

ANTHONY G. HOPP
(312) 201-2537
E-MAIL: hopp@whad.com

January 5, 1999

**Mr. Kevin Adams
Oregon Department of
Environmental Quality
2020 SW 4th Street
Suite 400
Portland, OR 97201-4987**

**Re: Time Oil
12005 North Burgard Street
Portland, Oregon 97203**

Dear Mr. Adams:

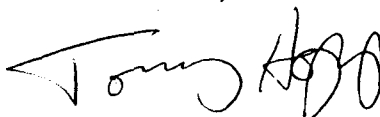
Pursuant to the Oregon Inspection of Public Records Law, ORS § 192.420, and the Federal Freedom of Information Act, 5 U.S.C. § 552, I hereby request copies of any documents related to any ongoing site investigation or cleanup at the Time Oil facility located at 12005 North Burgard Street, in Portland, Oregon, and dated between April, 1997, and the present. Please be advised that, at this point, I am not interested in copies of the DEQ's entire file for this site, as I understand that the file is extensive. Rather, my interest lies only in those materials dated between April, 1997, and the present.

Of course, I am willing to pay reasonable copying costs, as well as the cost of shipping the documents to me at the address set forth above.

Please call me at your earliest convenience to discuss this request, along with the procedure for obtaining copies of the documents, and having the documents shipped.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON



Anthony G. Hopp

AGH:kma

BZTO104(e)013813



PACWEST CENTER, SUITES 1600-1800
1211 SOUTHWEST FIFTH AVENUE • PORTLAND, OREGON 97204-3795
TELEPHONE: 503 222-9981 • FAX: 503 796-2900 • TELEX: 650-686-1360

PATRICIA M. DOST
Admitted in Oregon and Washington
Direct Line: 796-2449
E-Mail Address: pmd@schwabe.com

DEPT OF ENVIRONMENTAL QUALITY
RECEIVED

MAY 22 1997

May 21, 1997

NORTHWEST REGION

Mr. Anton U. Pardini
General Counsel
Schnitzer Investment Corp.
3200 N.W. Yeon Avenue
P.O. Box 10047
Portland, Oregon 97296-0047

Re: Premier Edible Oils

Dear Mr. Pardini:

Time Oil Co. has forwarded your May 2, 1997 letter to me for response. Time Oil did not ignore Peter Serrurier's February 26 letter; at the time that Stoel Rives withdrew because of its conflict of interest, Mr. Serrurier advised Time Oil's corporate counsel that successor counsel would contact Time Oil. We received no further correspondence until your May 2 letter.

Time Oil declines to accept responsibility for any contamination at the Premier Edible Oils property. According to AGRA Earth & Environmental, Inc.'s "Figure 2" and the portions of the AGRA report Mr. Serrurier provided to Time Oil, the only sample that may exceed Oregon cleanup standards is a soil sample from boring "G," collected adjacent to Premier Edible Oils' maintenance shop. We note that the waste treatment facility and diesel tank are also in the immediate vicinity of boring "G." Evidently, only a soil sample taken at 20 feet below ground surface from boring "G" was analyzed for petroleum hydrocarbons. Absent shallow soil analytical results or similar evidence indicating an off-site source, Time Oil can only conclude that any contamination at the Premier Edible Oils facility results from on-site sources.

Schnitzer must be aware that the Premier Edible Oils facility was previously operated by Oregon Shipbuilding and by American Metallic Chemicals. Aboveground storage tanks in the vicinity of the C, D, E, F and G borings shown on AGRA's "Figure 2" are plainly visible in historic aerial photographs of the site prior to construction of the Premier Edible Oils facility. A complete investigation into the full nature and extent of contamination at the Premier Edible Oils facility may well identify a wide variety of contamination related to past use of the property. Time Oil respectfully suggests that Schnitzer investigate the potential that activities on its property may be the source of the contamination of which it complains prior to making further demand on Time Oil.

PORTLAND OREGON • SEATTLE WASHINGTON • VANCOUVER WASHINGTON • WASHINGTON DISTRICT OF COLUMBIA
503 223-9981 206 622-1711 360 694-7551 202 624-8901

(17/89360/82295/PMD/152350.1)

BZTO104(e)013814

Mr. Anton U. Pardini
May 21, 1997
Page 2

If you have any further question concerning Time Oil's decision not to undertake remedial action at Premier Edible Oil's facility, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'PDost', with a long horizontal flourish extending to the right.

Patricia M. Dost

cc: Richard Gordon, Time Oil Co.
Kevin Murphy, Time Oil Co.
✓ Karla Urbanowicz, Oregon Department of Environmental Quality



Cleanup Project

Bulletin

Quarterly Report

April, 1997

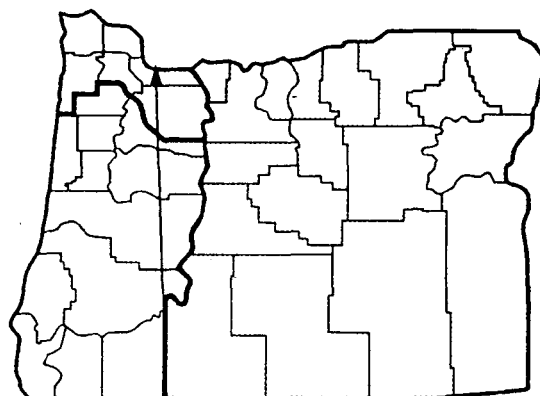
Time Oil Co. Northwest Terminal Project Overview

Time Oil Co. has owned and operated a petroleum products storage terminal at this 52 acre site since the 1940s. The site is located in the Rivergate industrial area along the east bank of the Willamette River. Koppers Co. leased tanks on the site for pentachlorophenol (PCP) product formulation from 1967 to 1982. Crosby and Overton leased tanks for waste oil storage in the 1980s.

A federal preliminary assessment in 1985 identified soil contamination in the PCP mixing area and the waste oil tank area. Sampling conducted by Time Oil Co. indicated levels of PCP in the soil and groundwater. Time Oil Co. removed 290 cubic yards of PCP-contaminated soil for off-site disposal in 1985. An on-site slurry bioreactor was built in 1988 to treat soil. An additional 3,000 cubic yards of soil were excavated and stockpiled on-site in 1989. The system was not able to reach the target treatment level and treatment was terminated. The soil stockpile remains on-site.

Time Oil Co. entered the DEQ Voluntary Cleanup Program in 1991. The project was referred to the RCRA program to resolve issues related to storage of the PCP-containing soil stockpile (F027 waste). The project was reactivated in Voluntary Cleanup in 1995.

Time Oil Co. finalized a work plan for a Remedial Investigation/Feasibility Study in August 1996. Areas of concern include the soil stockpile, former PCP mixing area, former waste oil tank area, active tank farm area, drum disposal area in the eastern portion of the facility, and groundwater. The initial phases of the RI were implemented in late 1996. Time Oil Co. has developed a soil pile management plan, and is conducting treatability studies on the soil. Work on reconfiguring and upgrading the soil stockpile area was conducted in late 1996. A Voluntary Cleanup Agreement



Time Oil Co. Northwest Terminal
10350 N. Time Oil Road
(formerly 12005 N. Burgard St.)
Portland, OR 97203

Karla Urbanowicz
DEQ NWR VCS

between Time Oil and DEQ was signed in September 1996.

A removal of nearly 100 abandoned and crushed drums and a small soil stockpile from the eastern portion of the facility was conducted in late 1996. Concentrated PCP materials were collected and placed in drums for disposal. The drums are temporarily stored on-site pending finalization of arrangements with a hazardous waste disposal facility. A report on the removal was submitted to DEQ in early 1997. The implementation of the soil stockpile management plan was completed and a construction report will be submitted to DEQ in 1997. Phase I and Phase II RI sample results are being evaluated. Preliminary data was submitted to DEQ in early 1997. The Phase II field program, which included soil borings, monitoring well installation, and sampling, was completed in March 1997.

Environmental Concern

Releases of pentachlorophenol (PCP) to soil and groundwater have been documented at the site. A stockpile of PCP-contaminated soil is present at the site. Releases of other contaminants including PCBs, PAHs, and petroleum products have been documented at the site and need further investigation. Product spills in the active tank farm have been reported and need to be investigated. The level and extent of groundwater contamination needs to be determined. The interaction between groundwater and surface water, including the Willamette River, needs to be determined.



Cleanup Project

Bulletin

Quarterly Report

June, 1998

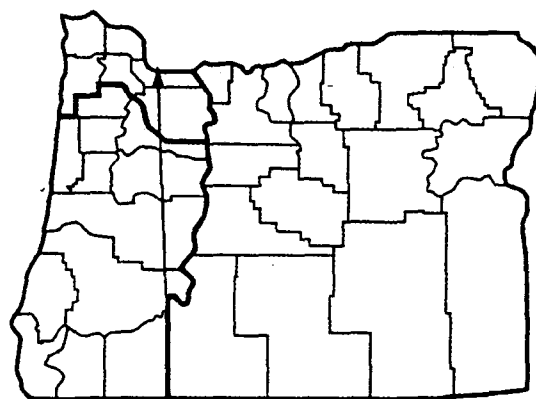
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Time Oil Co. has owned and operated a petroleum products storage terminal at this 52 acre site since the 1940s. The site is located in the Rivergate industrial area along the east bank of the Willamette River. Koppers Co. leased tanks on the site for pentachlorophenol (PCP) product formulation from 1967 to 1982. Crosby and Overton leased tanks for waste oil storage in the 1980s.

A federal preliminary assessment in 1985 identified soil contamination in the PCP mixing area and the waste oil tank area. Sampling conducted by Time Oil Co. indicated levels of PCP in the soil and groundwater. Time Oil Co. removed 290 cubic yards of PCP-contaminated soil for off-site disposal in 1985. An on-site slurry bioreactor was built in 1988 to treat soil. An additional 3,000 cubic yards of soil were excavated and stockpiled on-site in 1989. The system was not able to reach the target treatment level and treatment was terminated. The soil stockpile remains on-site.

Time Oil Co. entered the DEQ Voluntary Cleanup Program in 1991. The project was referred to the RCRA program to resolve issues related to storage of the PCP-containing soil stockpile (F027 waste). The project was reactivated in Voluntary Cleanup in 1995.

Time Oil Co. finalized a work plan for a Remedial Investigation/Feasibility Study in August 1996. Areas of concern include the soil stockpile, former PCP mixing area, former waste oil tank area, active tank farm area, drum disposal area in the eastern portion of the facility, and groundwater. The initial phases of the RI were implemented in late 1996. Time Oil Co. has developed a soil pile management plan, and is conducting treatability studies on the soil. Work on reconfiguring and upgrading the soil stockpile area was conducted in late 1996. A Voluntary Cleanup Agreement



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10350 N. Time Oil Road
(formerly 12005 N. Bugard St.)
Portland, OR 97203

Karla Urbanowicz
DEQ NWR VCS

between Time Oil and DEQ was signed in September 1996.

A removal of nearly 100 abandoned and crushed drums and a small soil stockpile from the eastern portion of the facility was conducted in late 1996. Concentrated PCP materials were collected and placed in drums for disposal. A second phase of removal was conducted in the fall of 1997. Drummed soil and debris waste (112 drums) were incinerated off-site as F027 hazardous waste. Drilling of soil borings and installation of monitoring wells for the initial phases of the site investigation were completed in March 1997. Quarterly groundwater sampling is being conducted. An additional phase of groundwater investigation downgradient of the PCP mixing area at the southwest corner of the site was conducted in January 1998. Results of soil and groundwater sampling are being evaluated.

Environmental Concerns

Releases of pentachlorophenol (PCP) to soil and groundwater have been documented at the site. A stockpile of PCP-contaminated soil is present at the site. Releases of other contaminants including PCBs, PAHs, and petroleum products have been documented at the site and need further investigation. Product spills in the active tank farm have been reported and will be investigated. The level and extent of groundwater contamination needs to be determined. The interaction between groundwater and surface water, including the Willamette River, needs to be determined.

WILDMAN, HARROLD, ALLEN & DIXON

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(312) 201-2000
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ANTHONY G. HOPP
(312) 201-2537
E-MAIL: hopp@whad.com

December 17, 1998

VIA TELECOPY & U.S. MAIL

Patricia M. Dost, Esq.
Schwabe, Williamson & Wyatt
Pacwest Center, Suite 1600-1800
1211 Southwest 5th Avenue
Portland, OR 97204-3795
Telecopy No.: (503) 796-2900

Re: Time Oil: Northwest Terminal

Dear Patty:

I have received your letter dated December 9, 1998, and have forwarded same to my client for review. Before Beazer is able to frame a response, it will be necessary to review the Landau Report in some detail. Please understand that it is not Beazer's intention to delay this matter. I cannot promise, however, a substantive response by December 31, 1998. Beazer will respond as soon as it is reasonably able to do so.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON


Anthony G. Hopp

AGH:kma

WILDMAN, HARROLD, ALLEN & DIXON

Patricia M. Dost, Esq.

December 17, 1998

Page 2

bcc: Jill M. Blundon, Esq.
Michael D. Tischuk
Robert L. Shuftan, Esq.

ANTHONY G. HOPP
WILDMAN, HARROLD, ALLEN & DIXON
225 W. Wacker Drive
Chicago, Illinois 60606-1229
Direct Dial: 312-201-2537
Fax Number: 312-201-2555



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December 17, 1998

To: Patricia M. Dost, Esq.

Number of Pages (Including Cover Page): 2

Fax Number: (503) 796-2900

Client Number: K7528-097

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Chicago, Illinois 60606-1229
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Fax Number: 312-201-2555

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December 17, 1998

To: Patricia M. Dost, Esq.

Number of Pages (Including Cover Page): 2

Fax Number: (503) 796-2900

Client Number: K7528-097

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NOTES:

ANTHONY G. HOPP
WILDMAN, HARROLD, ALLEN & DIXON
225 W. Wacker Drive
Chicago, Illinois 60606-1229
Direct Dial: 312-201-2537
Fax Number: 312-201-2555



98 DEC 17 AM 11:06

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December 17, 1998

To: Jill M. Blundon

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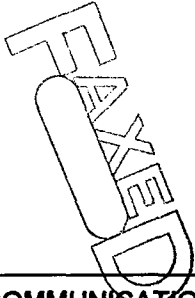
T T I WILDMAN, HARROLD, ALLEN 1

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ANTHONY G. HOPP
WILDMAN, HARROLD, ALLEN & DIXON
225 W. Wacker Drive
Chicago, Illinois 60606-1229
Direct Dial: 312-201-2537
Fax Number: 312-201-2555

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December 17, 1998

To: Michael D. Tischuk

Number of Pages (Including Cover Page): 3

Fax Number: (412) 208-8869

Client Number: K7528-097

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TELEPHONE: 503 222-9981 ■ FAX: 503 796-2900 ■ TELEX: 650-686-1360

PATRICIA M. DOST

Admitted in Oregon and Washington

Direct Line: (503) 796-2449

E-Mail Address: pmd@schwabe.com

December 9, 1998

Mr. Anthony G. Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

Re: Time Oil Co., Northwest Terminal

Dear Tony:

Earlier, Beazer East, Inc. offered to contribute \$372,316.00 for remedial action costs at Time Oil Co.'s Northwest Terminal in order to settle its liability for the release of hazardous substances at the Northwest Terminal. Soil and groundwater at the Northwest Terminal have been seriously contaminated by pentachlorophenol and other hazardous substances released by Koppers Company's pentachlorophenol-formulating operations.

Currently, the Environmental Protection Agency is investigating sediments in the Willamette River, including sediments adjacent to the Northwest Terminal. The EPA is considering listing the entire Portland Harbor area, including the Northwest Terminal, on the National Priorities List in the near future. The Oregon Department of Environmental Quality with the assistance of a group of stakeholders, including Time Oil, is working to postpone or prevent such a listing. As a result, the DEQ will expedite investigation and cleanup of upland properties and will perform significant sediment investigation in the coming year. For these reasons, Time Oil expects to incur significantly increased expenses in 1999 because of Koppers' formulating operations at the Northwest Terminal. Accordingly, Time Oil would like to make this last effort to resolve this matter before litigation.

Because you indicated Beazer's preference for a buy-out, rather than an ongoing cost sharing arrangement, Time Oil has taken considerable time and expense to estimate potential future cleanup costs at the Northwest Terminal. Current land disposal restrictions require soil and groundwater treatment residues to be treated by thermal desorption or dechlorination prior to disposal at a RCRA subtitle C landfill. 40 CFR § 268.31, 40 CFR § 268.40. We estimate the present value of worst-case future costs (which are only costs of strict RCRA compliance) for remediation of pentachlorophenol contamination at the Northwest Terminal to be \$16.2 million. I have enclosed a copy of Landau Associates, Inc.'s estimate of potential future costs. These estimates do not include costs to investigate or remediate sediments associated with the Northwest Terminal. Given EPA's and DEQ's activities in the Willamette River, it is certain that there will be a thorough investigation of sediments adjacent to the facility.

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(17/089360/082295/PMD/219879.1)

BZTO104(e)013828

Therefore, Time Oil Company will release Beazer from future liability for soil, surface water and groundwater contaminated at the Northwest Terminal in exchange for a one time payment of \$10,710,895.00, calculated as follows:

1.	Past costs	\$ 1,037,432.00
2.	Estimated future costs (present value)	\$ 16,200,000.00
3.	Beazer's contribution	50%
4.	Beazer's 1989 payment	\$ (50,000.00)
	Subtotal	<u>\$ 8,568,716.00</u>
5.	Certainty premium (25%)	\$ 2,142,179.00
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We have estimated uncertainty at 25%, as compared to the usual certainty premiums of 50 to 100% in CERCLA and RCRA state and federal settlements. Of course, if we are forced to litigate, we will abandon our offers to compromise on percentages of liability or uncertainty and seek full recovery.

In addition, the parties will enter into a standstill agreement preserving all rights and claims against one another for investigation or other remedial action costs related to Willamette River sediments. This offer is made pursuant to Federal Rule of Evidence 408 and is not admissible for any purpose.

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December 9, 1998

Page 3

In order to move this matter forward, I have prepared the enclosed complaint. Please let me know before December 31 whether either of these proposals is acceptable to Beazer, or whether we should go ahead and file the complaint. If the latter, please advise whether you will accept service.

Very truly yours,

A handwritten signature in black ink, appearing to read 'P. M. Dost', with a long horizontal flourish extending to the right.

Patricia M. Dost

PMD/smy

Enclosures

cc: Rick Gordon
Kevin Murphy



DEPT OF ENVIRONMENTAL QUALITY
RECEIVED

DEC 14 1998

December 10, 1998

Ms. Karla Urbanowicz
Oregon Department of Environmental Quality
2020 SW Fourth Avenue, Suite 400
Portland, OR 97201-4987

NORTHWEST REGION

**RE: RECOMMENDATION FOR SECOND ADDITIONAL GROUNDWATER INVESTIGATION
TIME OIL NORTHWEST TERMINAL
PORTLAND, OREGON**

Dear Ms. Urbanowicz:

This letter provides our recommendation for conducting a second additional groundwater investigation at the Time Oil Northwest Terminal in Portland, Oregon. This additional groundwater investigation will be conducted as part of the Phase II remedial investigation, currently ongoing at the terminal, and as addenda to the Phase I/II remedial investigation/feasibility study (RI/FS) work plan (Landau Associates, 1996). A description of our proposed scope of services are provided below.

BACKGROUND

Analytical results from six quarterly groundwater sampling events (April, July, and October 1997, January, May, and August 1998) have indicated that PCP concentrations in groundwater from well LW-4D, installed in the lower water bearing zone, range from 390 to 18,000 µg/L. PCP concentrations peaked during the October 1997 event and have decreased since then to about 3,300 µg/L. PCP concentrations at well LW-4S, a upper zone well located adjacent to LW-4D, are low, ranging from 0.28 to 8.2 µg/L during the quarterly events. An additional groundwater investigation was conducted in January-February, 1998 to evaluate PCP concentrations in the lower zone in proximity to well LW-4D. A lower zone groundwater sample collected from a boring drilled directly adjacent to LW-4D confirmed the previous data with a PCP concentration of 7600 µg/L. Additional lower zone groundwater samples were collected from four borings located south of the LW-4 well pair (presumed to be downgradient) and from one boring at the southwest corner of the former soil treatment area; all results were nondetect for PCP. An upper zone groundwater sample collected at the boring located closest to the Willamette River was also nondetect. The locations of the LW-4 well pair and January/February 1998 borings are shown on Figure 1.

INVESTIGATION OBJECTIVES

In order to determine what actions are appropriate to address the PCP concentrations in groundwater at LW-4D, the pathway(s) that led to the elevated PCP concentrations at this location and the possible pathways that the contamination could migrate from this area should be better understood.

The highest PCP groundwater concentrations observed to date at the terminal are reported in well LW-4D. Currently, the former PCP mixing area is the only known PCP source area at the terminal. PCP concentrations in the shallow well located in the PCP mixing area (LW-2S) are also elevated (ranging from 2600 to 7600 $\mu\text{g/L}$ during the six quarterly events), and exceeded the concentration at LW-4D during the two most recent events (May and August 1998). Based on previous groundwater elevation data, groundwater in the upper zone flows from an area including the former PCP mixing area to the area near the LW-4 well pair. This would explain how PCP in the groundwater could have migrated in the upper zone from the mixing area to the area near the LW-4 well pair. However, PCP concentrations at well LW-4S, the upper zone well located adjacent to LW-4D, are low; therefore, lateral migration in the upper zone to this area and subsequent vertical migration to the lower zone near LW-4D is not the likely pathway. Also, to further complicate the pathway evaluation, groundwater flow in the lower zone does not have the same flow pattern as the upper zone. Because groundwater flow patterns in the lower zone are strongly influenced by the Willamette River stage, flow can vary semidiurnally from inward from the river, to generally flat, to toward the river, depending on the river stage and magnitude; however, continuous water level measurements collected during the additional groundwater investigation indicate that mean groundwater flow in the lower zone was toward the river. Therefore, the combined groundwater flow patterns in the upper and lower zones between the PCP mixing area and the LW-4 well pair alone do not explain the migration pathways leading to the occurrence of the elevated PCP concentrations observed at LW-4D.

The absence of detectable PCP concentrations in the lower zone at the southern property boundary of the terminal indicate that the elevated PCP concentrations at LW-4D had not migrated in this direction at the time of the additional groundwater investigation (January 1998). However, we do not have data that identify where the elevated concentrations from LW-4D may be migrating.

The purpose of the second additional groundwater investigation would be to evaluate how the elevated PCP concentrations in groundwater have migrated to the LW-4D well location and whether the contamination may migrate offsite in the future.

SCOPE OF SERVICES

In order to obtain additional information on the distribution and migration pathway routes of PCP to and away from well LW-4D, we recommend that a second additional groundwater investigation include the following:

- Sampling of soil and upper and lower zone groundwater for PCP at fifteen locations using the Cone Penetrometer Testing (CPT) technique, including six locations surrounding LW-4D, six locations between LW-4D and the former PCP mixing area, one location between LW-4D and the Willamette River, one location between LW-4D and the southern property boundary, and one location in the former PCP mixing area.
- Drilling and installing one shallow monitoring well in the upper zone between LW-4D and the south property boundary.
- Drilling and installing deep monitoring wells, three wells installed at the top of the lower zone at locations within the former PCP mixing area and between LW-4D and the southern property boundary, and two wells installed deeper within the lower zone at locations adjacent to the LW-4 well pair and in the former PCP mixing area.

Sampling procedures and protocol, decontamination procedures, quality assurance/quality control, and health and safety for the additional groundwater investigation will be conducted in accordance with the Phase I/II RI/FS work plan. A description of each task is provided below.

Cone Penetration Testing

Fifteen borings will be driven using the CPT technique at the approximate locations shown on Figure 1. The locations of the borings were focused on areas between the former PCP mixing area and well pair LW-4, in areas potentially upgradient of LW-4D, and in areas potentially downgradient of LW-4D in order to evaluate the possible migration routes to and from the LW-4 area. The borings located furthest to the south will be driven first and then drilling will progress northward until the locations near the former PCP mixing area are complete. If a definitive migration pathway to the lower zone near LW-4D is determined before the planned fifteen borings are complete, the need for additional borings will be reevaluated before continuing.

At each boring location, the CPT technique will be used to evaluate the subsurface geology, including the depths of the top and bottom of the silt unit separating the upper and lower zones (and any other significant silt layers). Also, an induced fluorescence (IF) screening attachment to the CPT probe will be used in borings closest to the former PCP mixing area to check for the presence of non aqueous phase liquid (NAPL). Drilling at each location will be considered complete at a depth at about 75 ft below ground surface (BGS) or when a silt layer of at least 5 ft thick is encountered within the lower zone before reaching 75 ft. A

groundwater sample will be collected at the base of each boring and analyzed for PCP at an offsite laboratory using EPA method 8270.

After using the CPT probe at each location, the CPT rig will be moved within approximately 10 ft of the initial scan location and soil and groundwater samples will be collected from a separate borehole. Continuous soil samples will be collected from the first CPT scan location in order to calibrate the CPT and IF results. At the other locations, soil samples will be collected at the top of identifiable silt layers or at depths where NAPL was detected by the IF. Soil samples will be analyzed for PCP using EPA method 8270 at an offsite laboratory.

The groundwater samples will be collected in the adjacent boring using the Hydropunch (or equivalent) technique. At each location, groundwater samples will be collected from the upper zone first, at depths of about 13 to 17 ft BGS. This interval is within the screened interval for the existing shallow monitoring wells, which range in depths between 5 and 20 ft BGS. After collection of the upper zone groundwater sample, the boring will be extended to below the silt unit, estimated to occur at depths ranging from about 17 to 33 ft BGS for collection of a groundwater sample at the top of the lower zone. The screened interval for the top of the lower zone will be about 30 to 34 ft BGS. This interval is within the screened interval for the existing deep wells which range in depths between 29 to 45 ft BGS and the screened interval for the Geoprobe borings drilled for the first additional groundwater investigation. For the CPT borings, we do not consider it necessary to step down across the aquitard due to the short time that the drive rods will be in the boring. However, if field observations indicate that concentrations in the upper zone could be elevated (e.g., odor or visible sheen), an upper zone groundwater sample will be collected, the boring will be abandoned, and an evaluation will be conducted to determine the need for a monitoring well at this location. Also, if PCP concentrations are elevated in the groundwater sample(s) collected at the base of the CPT probed borehole, deeper groundwater samples may be collected from the adjacent borehole at that location.

Groundwater samples will be collected from each CPT boring and within each zone using a 4-ft temporary well screen installed by the driller. The temporary well screen will be purged and developed to the extent possible before sample collection. The groundwater samples will be collected using a bailer and analyzed for PCP at an offsite laboratory using EPA method 8270. The borings will be backfilled with grout as the drive rod is removed using a tremie pipe.

Monitoring Wells

Six monitoring wells will be drilled at the approximate locations shown on Figure 1, one shallow well within the upper zone, three wells at the top of the lower zone, and two wells deeper within the lower zone. The shallow monitoring well will be located between the LW-4 well pair and the southern property boundary

to monitor PCP concentrations in an area downgradient from the PCP mixing area. The monitoring well locations at the top of the lower zone will include one well adjacent to upper zone well LW-2S in the former PCP mixing area to evaluate the lower water bearing zone below a known source area, and three wells south of the LW-4 well pair to monitor groundwater concentrations between LW-4D and the south property boundary (samples collected from the top of the lower zone in this area in January 1998 were nondetect). The monitoring well locations deeper within the lower zone will include one adjacent to LW-2S in the former PCP mixing area and one adjacent to the LW-4 well pair to evaluate vertical gradients and the potential for vertical migration in areas where elevated PCP concentrations are observed in the groundwater.

The monitoring wells will be drilled using a hollow-stem auger rig. The shallow well will be drilled to a maximum depth of about 20 ft BGS, approximately the depth of the top of the silt layer separating the upper and lower zone. The monitoring wells at the top of the lower zone will be drilled to depths about 10 to 15 ft below the base of the silt layer, expected to be about 35 to 40 ft BGS. The deeper lower zone wells will be drilled to maximum depth of about 75 ft BGS. Soil samples will be collected at about 2.5-ft intervals in each well boring (or less, if needed for stratigraphic definition or NAPL identification) during drilling for geologic evaluation purposes, to specifically identify the depths of the top and bottom of silt layers, and to check for the presence of NAPL. Selected soil samples will be analyzed for semivolatiles (EPA method 8270) and volatiles (EPA method 8260) at an offsite laboratory.

The shallow and deep wells will be constructed using the techniques presented in the Phase I/II RI/FS work plan. The shallow well will be screened over the entire saturated thickness of the upper zone, expected to be about 15 ft at this location based on the well construction at LW-4S. The lower zone monitoring wells will be constructed using a step down technique across the aquitard. For comparability with the existing deep monitoring wells, screened intervals for the lower zone wells will be 10 ft in length. The screens for the top of lower zone wells will be set at depths approximately 25 to 35 ft BGS. Screen interval depths for these wells may vary based on the depth and thickness of the silt layer between the upper and lower zone. The maximum screen depth of the deeper lower zone wells is expected to be less than about 75 ft BGS, but will depend on the geologic data and analytical results that are obtained during drilling of the CPT borings.

Following installation, the new wells will be developed by purging using a centrifugal pump or similar method. Groundwater samples will be collected from each well using a peristaltic pump no sooner than 1 week following development. The samples will initially be analyzed for semivolatiles (EPA method 8270) and volatiles (EPA method 8260) at an offsite laboratory. Following evaluation of the results, the new wells may be added to the wells sampled for the quarterly sampling events.

REPORTING

A technical memorandum summarizing the results of the second additional groundwater investigation will be prepared for submittal to Time Oil and DEQ. The technical memorandum will include tabulated summaries of the analytical data, data validation results, boring logs for the CPT borings and monitoring wells, groundwater contour maps including the new wells, and the results of a migration pathway evaluation. The technical memorandum will also provide our recommendations for conducting future groundwater investigations, if determined to be necessary.

SCHEDULE

We anticipate that the field activities described in the scope of services above can be conducted within 2 weeks from receiving approval from DEQ on the scope of the investigation and authorization to proceed, depending on the ability to schedule the drillers and laboratories. It is currently anticipated that the field activities could be conducted in winter, 1999. Submittal of the technical memorandum to DEQ will occur within 8 weeks from receipt and validation of the final laboratory results.

We hope that this letter provides you with the information that you need to evaluate the need for a second additional groundwater investigation at the Time Oil Northwest Terminal. We request approval from DEQ before we proceed. Please contact Kevin Murphy or me if you have any questions.

LANDAU ASSOCIATES, INC.

By:

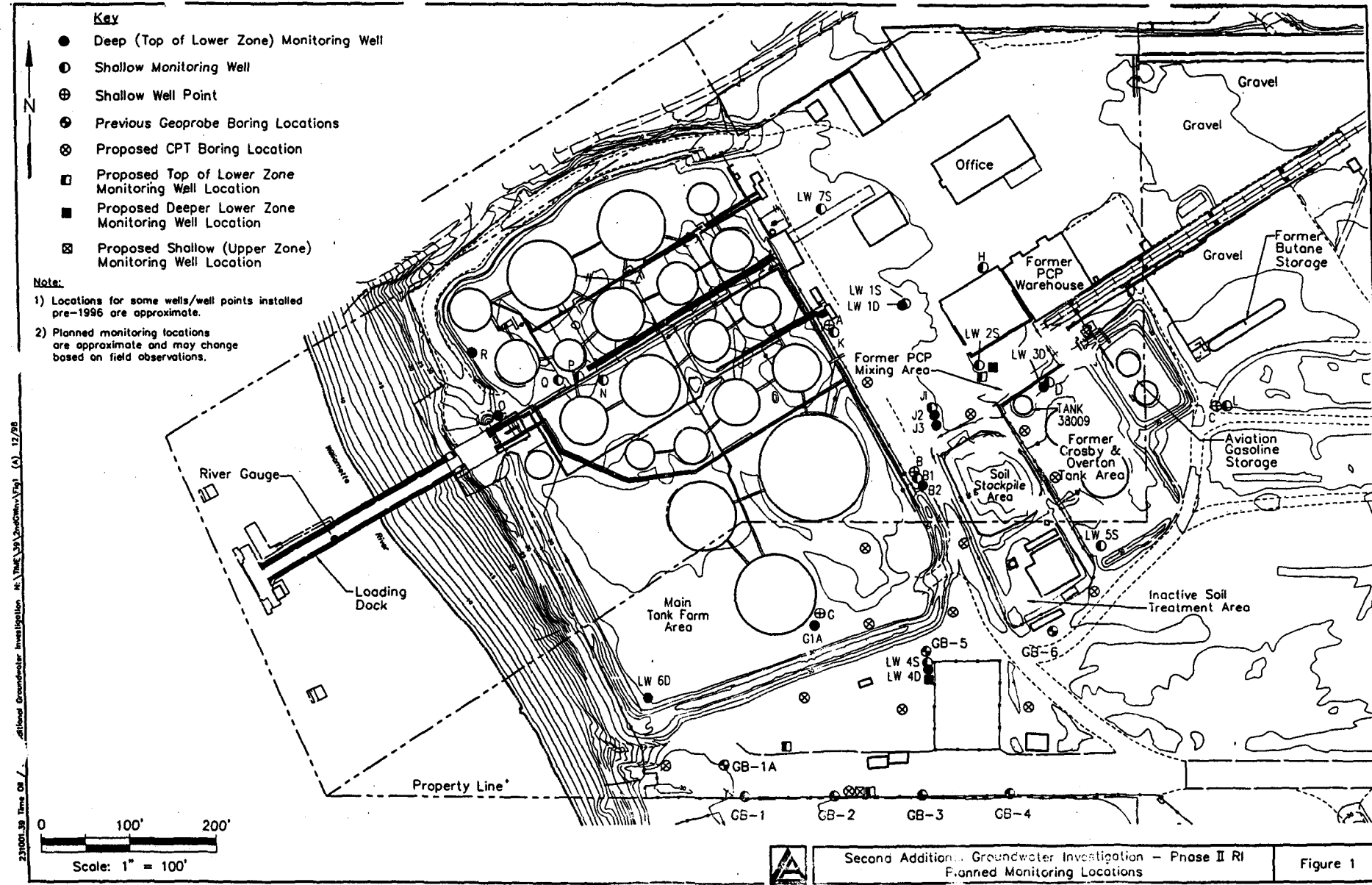


Rebekah Brooks
Project Manager

RB
No. 231001.39

Attachments: Figure 1 - Second Additional Groundwater Investigation - Phase II RI Planned Monitoring Locations

cc: Ms. Patricia Dost; Schwabe Williamson & Wyatt
Mr. Kevin Murphy; Time Oil Co.



23000.39 Time 08 / Second Additional Groundwater Investigation - Phase II RI - TME 3/9/2004 (A) 12/98



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December 9, 1998

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Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

Re: Time Oil Co., Northwest Terminal

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BZTO104(e)013838

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In addition, the parties will enter into a standstill agreement preserving all rights and claims against one another for investigation or other remedial action costs related to Willamette River sediments. This offer is made pursuant to Federal Rule of Evidence 408 and is not admissible for any purpose.

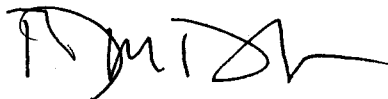
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Patricia M. Dost

PMD/smy

Enclosures

cc: Rick Gordon
Kevin Murphy



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In addition, the parties will enter into a standstill agreement preserving all rights and claims against one another for investigation or other remedial action costs related to Willamette River sediments. This offer is made pursuant to Federal Rule of Evidence 408 and is not admissible for any purpose.

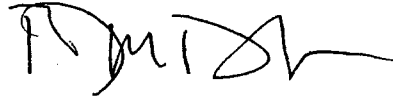
As an alternative, Time Oil continues to be willing to work with Beazer under the ongoing cost sharing arrangement I previously proposed, which allows the parties to defer final allocation of remedial action costs to a later date. Time Oil has been very successful in working with the Oregon Department of Environmental Quality to minimize the ultimate cost of this cleanup. For example, Time Oil convinced the DEQ to move the site out of RCRA corrective action and into its voluntary cleanup program. Time Oil has obtained from the DEQ a long-term waiver of RCRA land disposal restrictions while it investigates remedies other than offsite incineration. Landau does estimate that future costs could be as low as \$10.2 million if the DEQ and EPA are willing to waive strict regulatory compliance. Unfortunately, in order for Time Oil to bear all future risks by cashing Beazer out, Time Oil must assume it will be forced to strictly comply with RCRA. You should also remember that DEQ currently considers Koppers a responsible party. The attached newspaper article about sediments was derived from an interview with DEQ.

December 9, 1998

Page 3

In order to move this matter forward, I have prepared the enclosed complaint. Please let me know before December 31 whether either of these proposals is acceptable to Beazer, or whether we should go ahead and file the complaint. If the latter, please advise whether you will accept service.

Very truly yours,

A handwritten signature in black ink, appearing to read 'P. M. Dost', with a stylized flourish at the end.

Patricia M. Dost

PMD/smy

Enclosures

cc: Rick Gordon
Kevin Murphy



**Landau
Associates**
Environmental and Geotechnical Services

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November 16, 1998

Ms. Patty Dost
Schwabe Williamson & Wyatt
1211 SW 5th Avenue, Suite 1600
Portland, OR 97204-3795

**RE: ESTIMATED POTENTIAL COSTS FOR SITE REMEDIATION
TIME OIL NORTHWEST TERMINAL
PORTLAND, OREGON**

Dear Ms. Dost:

As you requested, this letter provides estimated costs to conduct anticipated studies and potential remediation activities to address pentachlorophenol (PCP)-impacted soil and groundwater at the Time Oil Northwest Terminal. These cost estimates do not constitute a bid on the part of Landau Associates.

Because a remediation approach for the impacted soil and groundwater is not defined at this time, three different cost estimates that include the likely range of possible remediation approaches are presented. The three estimates are referred to herein as the high-range, mid-range, and low-range cost estimates. Each of the three cost estimates are further divided into Phase I and Phase II costs to differentiate the costs to address the soil stockpile (Phase I) from the costs to address other PCP-impacted areas of the terminal (Phase II). Each phase includes a capital cost (i.e., the cost to conduct the necessary investigations and the cost to design and construct the remedial action) and an annual operation and maintenance (O&M) cost (i.e., the cost to operate and maintain the remedial action if operation extends beyond one year). The O&M costs are used to calculate a 30-year present worth cost that is then added to the capital cost to obtain a total 30-year present worth cost.

Detailed breakdowns of the three cost estimates are included on the attached spreadsheets (Tables 1 through 3). Additional backup information for the cost estimates is being retained in our project files. A summary of the high-, mid-, and low-range estimate by phase is presented below.

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Item	Low-Range Cost Estimate	Mid-Range Cost Estimate	High-Range Cost Estimate
Phase I, 30-year present worth	\$0.9 million	\$1.9 million	\$3.7 million
Phase II, 30-year present worth	\$3.1 million	\$7.0 million	\$10.4 million
Total Phases I and II, 30-year present worth	\$4.0 million	\$8.9 million	\$14.1 million
Contingency	\$0.6 million (15%)	\$1.3 million (15%)	\$2.1 million (15%)
TOTAL	\$4.6 million	\$10.2 million	\$16.2 million

Because a remediation approach is not yet defined, numerous assumptions were made to develop the overall scope of the approach being costed and to develop the quantities and unit costs used in the estimates. The overall accuracy of these estimates is therefore highly dependent on whether these assumptions reflect the actual remediation approach to be used at the site. In addition, none of the three remedial approaches have been reviewed or approved by DEQ, and the approaches do not consider the results of the risk assessment, which is still in preparation. DEQ review and/or the risk assessment results could possibly result in significant changes to one or more of the approaches or, especially for the low-range cost estimate approach, it may be found that an approach is not appropriate and could not be implemented.

Also, the technical feasibility of the various treatment methods included in these estimates (e.g., thermal desorption, landfarming, carbon adsorption) has not been fully evaluated, because the Phase I and II feasibility studies have not yet been conducted. Although EPA considers both thermal desorption and landfarming as presumptive remedies for treatment of soil at wood treatment sites, treatability studies will be required to demonstrate that treatment goals can be achieved. Other methods for treating soil (e.g., stabilization/solidification, Fenton's reagent, solvated electron technology) and groundwater (UV/peroxide, biological) will be considered during the feasibility studies.

For a given remedial approach, the accuracy of the estimate presented is considered to be within the range of -30 to +50 percent. Further refinement of these estimates may be made as our understanding of site conditions and remedial approaches improves during the course of the project. Major assumptions are discussed below for each of the three estimates. The following assumptions are applicable to each estimate:

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- Costs for both Phase I and Phase II contain a remedial investigation (RI), human health and ecological risk assessments, a feasibility study (FS) per the Voluntary Cleanup Program (VCP) agreement between Oregon Department of Environmental Quality (DEQ) and Time Oil Co., and remedial design/remedial action (RD/RA) tasks
- Operation and maintenance costs for Phase II are assumed for a 30-year period
- Costs for the Phase I RI, soil stockpile improvements, and a portion of the Phase II RI are based on actual accrued costs; all other costs are estimated
- A contingency of 15 percent was added to the high, medium, and low estimates to reflect potential incidental additional tasks not defined within the assumptions used to develop the estimates
- QA/QC samples are 5 percent of total number of soil and groundwater samples.

HIGH-RANGE COST ESTIMATE ASSUMPTIONS

The high-range cost estimate is based on conducting the following remedial measures at the site:

- Pump and treat from five groundwater extraction wells (three near the former PCP warehouse and two in other areas) for 30 years at a rate of 5 gallons per minute (gpm) each to prevent contaminated groundwater from migrating beyond the suspected source area and to treat downgradient plumes. Treat the extracted groundwater with activated carbon; dispose of carbon through offsite incineration.
- Mobilize a Type I thermal desorption unit to the site and treat the soil stockpile (4,000 yd³) to levels that would allow disposal of the soil at the hazardous waste landfill near Arlington, Oregon (i.e., treat PCP and dioxin/furans to less than 10 times the universal treatment standards in CFR 268.48). Haul the treated soil to the Arlington landfill and dispose. Treat the recovered condensate by chemical dechlorination or similar process.
- Excavate 1,000 yd³ of soil from beneath and adjacent to the former PCP warehouse (i.e., hot spot removal) to eliminate potential sources of PCP and dioxin contamination to groundwater and eliminate direct contact exposure pathway. Thermally treat and dispose of the soil as described above for the soil stockpile.
- Cap 4 acres on the east property (in the vicinity of the former drum area and former small stockpile area) with asphaltic concrete pavement to minimize stormwater infiltration and migration of PCP contamination to groundwater and eliminate direct contact exposure pathway. This remedial measure assumes that the grid sampling discussed below yields elevated levels of PCP in the east property soil.

The high-range cost estimate is based on the following assumptions with respect to additional Phase II site investigations and long-term groundwater monitoring:

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- Install 12 additional shallow monitoring wells (six onsite, six offsite) and 10 additional deep monitoring wells (onsite); collect soil samples from each well boring for full scan analyses, including semivolatiles, volatiles, chlorinated phenols, priority pollutant metals, total petroleum hydrocarbons, and dioxins (for 20 percent of samples); collect groundwater samples as described below.
- Collect soil samples within 50-ft by 50-ft grids (assume 600 sample locations) on the east property (30-acre area) for full scan analyses (dioxins for 20 percent of samples).
- Install eight point of compliance wells at downgradient locations from the suspected source area; collect soil samples from each well boring and analyze for PCP, polynuclear aromatic hydrocarbons (PAH), and dioxins (20 percent of samples); collect groundwater samples as described below.
- Collect 20 sediment samples and 10 surface water samples from the Willamette River for chemical and biological analyses for PCP, PAH, and dioxins.
- Conduct quarterly groundwater monitoring for the first 2 years on all wells (55 wells, including existing, additional shallow and deep, and point of compliance wells) for full scan analyses (dioxins on 20 percent of samples); conduct semiannual groundwater monitoring (25 wells, including point of compliance wells and selected existing and additional shallow and deep wells) for years 3 through 30 for the same analyses.
- Prepare work plans and reports to document investigations and data results and conduct evaluations, assumed to cost approximately 15 percent more than costs currently estimated for Phase II RI reporting.
- For the Phase I and II risk assessments, conduct human health and ecological assessments, including uncertainty and variability analyses on PCP and dioxin (probabilistic evaluation) in addition to those evaluations conducted for the mid- and low-range estimate. For the Phase II risk assessment, also evaluate exposure pathways resulting in impacts to surface water and sediments in the Willamette River from groundwater contamination.

MID-RANGE COST ESTIMATE ASSUMPTIONS

The mid-range cost estimate is based on conducting the following remedial measures at the site:

- Pump and treat from three groundwater extraction wells located near the former PCP warehouse for 30 years at a rate of 5 gpm each to prevent contaminated groundwater from migrating beyond the suspected source area. Treat the extracted groundwater with activated carbon; dispose of carbon through offsite incineration.
- Biologically treat the soil stockpile (4,000 yd³) by landfarming soil in an onsite treatment cell to levels that would allow disposal of the soil at the hazardous waste landfill near Arlington, Oregon (i.e., treat PCP and dioxin/furans to less than 10 times the universal treatment standards in CFR 268.48). Haul the treated soil to the Arlington landfill and dispose.

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- Excavate 1,000 yd³ of soil from beneath and adjacent to the former PCP warehouse (i.e., hot spot removal) to eliminate potential sources of PCP and dioxin contamination to groundwater and eliminate direct contact exposure pathway. Biologically treat and dispose of the soil as described above for the soil stockpile.
- Cap 4 acres on east property with asphaltic concrete pavement to minimize stormwater infiltration and migration of PCP contamination to groundwater and eliminate direct contact exposure pathway. This remedial measure assumes that the grid sampling discussed below yields elevated levels of PCP in the east property soil.

The mid-range cost estimate is based on the following assumptions with respect to additional Phase II site investigations and long-term groundwater monitoring:

- Install six additional shallow wells and eight additional deep wells (onsite); collect soil samples from each well boring and analyze for PCP, PAH, and dioxins (20 percent of samples); collect groundwater samples as described below.
- Collect soil samples within 100-ft by 100-ft grids (assume 200 sample locations) on the east property (30-acre area) and analyze for PCP, PAH, and dioxins (20 percent of samples).
- Install eight point of compliance wells at downgradient locations from the suspected source area; collect soil samples from each well boring and analyze for PCP, PAH, and dioxins (20 percent of samples); collect groundwater samples as described below.
- Conduct quarterly groundwater monitoring for the first 2 years on all wells (47 wells, including existing, additional shallow and deep, and point of compliance wells) for full scan analyses; conduct semiannual monitoring for years 3 through 13 at downgradient wells (assume 8 wells) and point of compliance wells only for PCP, PAH, and dioxins (20 percent of samples); conduct annual monitoring for years 14 through 30 at point of compliance wells only for PCP and dioxins (20 percent of samples).
- Prepare work plans and reports to document investigations and data results and conduct evaluations, assumed to cost approximately the same as costs currently estimated for Phase II RI reporting.
- For the Phase I and II risk assessments, conduct human health and ecological assessments, including fate and transport modeling of appropriate exposure pathways and comparison to relevant thresholds.

LOW-RANGE COST ESTIMATE ASSUMPTIONS

The low-range cost estimate is based on conducting the following remedial measures at the site:

- Treat contaminated groundwater *in situ* using natural attenuation; conduct routine monitoring for 30 years to demonstrate effectiveness.

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- Contain untreated stockpiled soil (4,000 yd³) under an onsite asphaltic concrete cap (1 acre) to minimize stormwater infiltration and migration of PCP contamination to groundwater and eliminate direct contact exposure pathway.
- Cap 4 acres on east property and ½ acre near the former PCP warehouse with asphaltic concrete pavement to minimize stormwater infiltration and migration of PCP contamination to groundwater and eliminate direct contact exposure pathway. This remedial measure assumes that the soil sampling discussed below yields elevated levels of PCP in the east property soil.

The low-range cost estimate is based on the following assumptions with respect to additional Phase II site investigations and long-term groundwater monitoring:

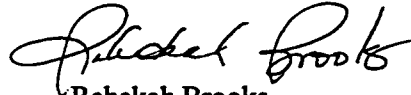
- Conduct limited soil sampling on the east property at selected biased locations (assume 15 sample locations) and analyze for PCP and dioxin (20 percent of samples).
- Install four point of compliance wells at downgradient locations from the suspected source area; collect soil samples from each well boring and analyze for PCP, PAH, and dioxins (20 percent of sample locations); collect groundwater samples as described below.
- Install five additional deep wells (onsite); collect soil samples from each well boring and analyze for PCP, PAH, and dioxins (20 percent of sample locations); collect groundwater samples as described below; no additional shallow wells are installed.
- Conduct quarterly groundwater monitoring for the first year on all wells (34 wells, including existing new deep wells and new point of compliance wells) for full scan analyses; conduct semiannual monitoring for years 2 through 7 for PCP and dioxins (20 percent of samples) at the four point of compliance wells only; conduct annual monitoring for years 8 through 30 for PCP and dioxins (20 percent of samples) at the four point of compliance wells.
- Prepare work plans and reports to document investigations and data results and conduct evaluations, assumed to cost approximately 15 percent less than costs currently estimated for Phase II RI reporting.
- For the Phase I and II risk assessments, conduct human health and ecological assessments, including focused evaluations of appropriate exposure pathways and development of preliminary remediation goals.

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We hope that this letter provides you with the information that you need. Please call if you have any comments or questions.

LANDAU ASSOCIATES, INC.

By:



Rebekah Brooks
Project Manager

and



Jerry R. Ninteman, P.E.
Associate Engineer

RB/JRN/njb
No. 231001.39
Attachments:

Table 1, High-Range Cost Estimate
Table 2, Mid-Range Cost Estimate
Table 3, Low-Range Cost Estimate

TABLE 1

HIGH-RANGE COST ESTIMATE

Item	Quantity	Unit	Unit Cost (\$)	Extended Cost (\$)	Total Cost (\$)
PHASE I CAPITAL COSTS					
Phase I RI	1	ls	\$79,600	\$79,600	
Soil Stockpile Improvements	1	ls	\$202,700	\$202,700	
Phase I Risk Assessment	1	ls	\$109,400	\$109,400	
Phase I Feasibility Study (incl treatability testing)	1	ls	\$125,000	\$125,000	
Phase I RD/RA (Onsite Thermal Treatment)					
Proof of Performance Test	1	ls	\$75,000	\$75,000	
Mobilization	1	ls	\$75,000	\$75,000	
Load and screen soil	4000	cy	\$20	\$80,000	
Thermal treatment (1.2 tons/cy)	4800	tons	\$400	\$1,920,000	
Soil testing	1	ls	\$40,000	\$40,000	
Decommission Stockpile	1	ls	\$20,000	\$20,000	
Transport soil to Arlington	4800	tons	\$20	\$96,000	
Dispose soil at Arlington	4800	tons	\$65	\$312,000	
Condensate treatment (10% by wt)	480	tons	\$500	\$240,000	
Design/Permitting	1	ls	\$100,000	\$100,000	
Construction oversight	1	ls	\$50,000	\$50,000	
Reporting	1	ls	\$50,000	\$50,000	
Project Management	1	ls	\$100,000	\$100,000	
Total Phase I Capital Cost					\$3,674,700
PHASE I ANNUAL OPERATION AND MAINTENANCE COST				\$0	\$0
(No annual O&M costs associated with Phase I high-range cost estimate)					
PHASE I PRESENT WORTH ANALYSIS					
30-Year Total Present Worth - Capital Plus O&M					\$3,674,700
PHASE II CAPITAL COSTS					
Phase II RI					
Planned Investigations/Evaluations/Reporting	1	ls	\$1,384,200	\$1,384,200	
Additional monitoring wells	1	ls	\$255,900	\$255,900	
Additional soil sampling	1	ls	\$634,900	\$634,900	
Point of compliance wells	1	ls	\$40,800	\$40,800	
Surface water/sediment sampling	1	ls	\$155,000	\$155,000	
Additional evaluation/reporting	1	ls	\$241,500	\$241,500	
Phase II Risk Assessment	1	ls	\$142,300	\$142,300	
Phase II Feasibility Study (incl treatability testing)	1	ls	\$200,000	\$200,000	
Phase II RD/RA (hot-spot removal, onsite thermal treatment, GW P&T, capping)					
Underpin warehouse and demo slab	1	ls	\$100,000	\$100,000	
Excavate soil	1000	cy	\$30	\$30,000	
Confirmation sampling	1	ls	\$20,000	\$20,000	
Backfill excavation	1000	cy	\$30	\$30,000	
Warehouse restoration	1	ls	\$30,000	\$30,000	
Load and screen soil	1000	cy	\$20	\$20,000	
Thermal treatment (1.5 tons/cy)	1500	tons	\$400	\$600,000	
Soil testing	1	ls	\$10,000	\$10,000	
Transport soil to Arlington	1500	tons	\$20	\$30,000	
Dispose soil at Arlington	1500	tons	\$65	\$97,500	
Condensate treatment (10% by wt)	150	tons	\$500	\$75,000	
GW extraction system (5 wells @ 5 gpm/well)	5	wells	\$10,000	\$50,000	
GW treatment system (carbon, 25 gpm)	1	ls	\$250,000	\$250,000	
Asphaltic concrete capping (4 ac)	19000	SY	\$20	\$380,000	
Site drainage	1	ls	\$75,000	\$75,000	
Design/Permitting	1	ls	\$150,000	\$150,000	
Construction oversight	1	ls	\$75,000	\$75,000	
Reporting	1	ls	\$75,000	\$75,000	
Project Management	1	ls	\$400,000	\$400,000	
Total Phase II Capital Cost					\$5,552,100

TABLE 1

HIGH-RANGE COST ESTIMATE

Item	Quantity	Unit	Unit Cost (\$)	Extended Cost (\$)	Total Cost (\$)
PHASE II ANNUAL OPERATION AND MAINTENANCE COST					
Groundwater Monitoring (Years 1-2)	1	ls	\$278,960	\$279,000	
Groundwater Monitoring (Years 3-30)	1	ls	\$75,620	\$75,600	
GW P&T system (Years 1 through 30)					
Power	4	HP-yr	\$250	\$1,000	
Operator (2 hr/day, 5day/wk)	520	hr	\$40	\$20,800	
Carbon Replacement (2 lb carbon/1,000 gal)	26000	lb	\$1	\$26,000	
Carbon Disposal (Coffeyville, KA) (a)	26000	lb	\$3	\$79,300	
Sludge Disposal (Coffeyville, KA) (a)	700	lb	\$3	\$2,135	
Carbon/Sludge Transportation to KA (a)	7800	mi	\$3	\$26,800	
Equipment Maintenance	1	ls	\$1,500	\$1,500	
Administrative Oversight	1	ls	\$5,000	\$5,000	
Analytical Monitoring	1	ls	\$15,000	\$15,000	
Miscellaneous (15%)	1	ls	\$3,270	\$3,300	
Total Phase II Annual O&M Cost (Years 1-2)					\$459,835
Total Phase II Annual O&M Cost (Years 3-30)					\$256,435
PHASE II PRESENT WORTH ANALYSIS					
Present Worth Factors:	n=2 years, i=4%, P/A=			1.8861	
	n=30 years, i=4%, P/A=			17.2920	
O&M Present Worth - Years 1-2					\$867,300
O&M Present Worth - Years 3-30					\$3,950,600
30-Year O&M Present Worth					\$4,817,900
30-Year Total Present Worth - Capital Plus O&M					\$10,370,000
TOTAL HIGH RANGE COST (Phase I + Phase II 30-Year Present Worth)					
					\$14,044,700
			Contingency (15%)		\$2,106,700
			TOTAL		\$16,151,400

(a) Costs based on disposal of spent carbon and sludge at the hazardous waste incinerator in Coffeyville, Kansas. Discontinuous operation of this facility may require disposal at an alternate facility and adjustment of these costs.

TABLE 2

MID-RANGE COST ESTIMATE

Item	Quantity	Unit	Unit Cost (\$)	Extended Cost (\$)	Total Cost (\$)
PHASE I CAPITAL COSTS					
Phase I RI	1	ls	\$79,600	\$79,600	
Soil Stockpile Improvements	1	ls	\$202,700	\$202,700	
Phase I Risk Assessment	1	ls	\$85,700	\$85,700	
Phase I Feasibility Study (incl treatability testing)	1	ls	\$125,000	\$125,000	
Phase I RD/RA (Onsite landfarming and capping)					
Pilot scale testing	1	ls	\$75,000	\$75,000	
Construct treatment cell (1 ac.)	1	ls	\$100,000	\$100,000	
Landfarming (1.2 tons/cy)	4800	tons	\$100	\$480,000	
Transport soil to Arlington	4800	tons	\$20	\$96,000	
Dispose soil at Arlington	4800	tons	\$65	\$312,000	
Decommission Stockpile	1	ls	\$20,000	\$20,000	
Design/Permitting	1	ls	\$100,000	\$100,000	
Construction oversight	1	ls	\$50,000	\$50,000	
Performance monitoring	1	ls	\$50,000	\$50,000	
Reporting	1	ls	\$50,000	\$50,000	
Project Management	1	ls	\$60,000	\$60,000	
Total Phase I Capital Cost					\$1,886,000
PHASE I ANNUAL OPERATION AND MAINTENANCE COSTS					
(No annual O&M costs associated with Phase I mid-range cost estimate)				\$0	\$0
PHASE I PRESENT WORTH ANALYSIS					
30-Year Total Present Worth - Capital Plus O&M					\$1,886,000
PHASE II CAPITAL COSTS					
Phase II RI					
Planned Investigations/Evaluations/Reporting	1	ls	\$1,384,200	\$1,384,200	
Additional monitoring wells	1	ls	\$172,300	\$172,300	
Additional soil sampling	1	ls	\$116,700	\$116,700	
Point of compliance wells	1	ls	\$28,400	\$28,400	
Additional evaluation/reporting	1	ls	\$210,000	\$210,000	
Phase II Risk Assessment	1	ls	\$110,500	\$110,500	
Phase II Feasibility Study (incl treatability testing)	1	ls	\$200,000	\$200,000	
Phase II RD/RA (hot-spot removal, onsite landfarming, GW P&T, capping)					
Underpin warehouse and demo slab	1	ls	\$100,000	\$100,000	
Excavate, load, and place soil	1000	cy	\$50	\$50,000	
Confirmation sampling	1	ls	\$20,000	\$20,000	
Backfill excavation	1000	cy	\$30	\$30,000	
Warehouse restoration	1	ls	\$30,000	\$30,000	
Landfarming (1.5 tons/cy)	1500	tons	\$100	\$150,000	
Transport soil to Arlington	1500	tons	\$20	\$30,000	
Dispose soil at Arlington	1500	tons	\$65	\$97,500	
GW extraction system (3 wells@5 gpm/well)	3	wells	\$10,000	\$30,000	
GW treatment system (carbon, 15 gpm)	1	ls	\$250,000	\$250,000	
Asphaltic concrete capping (4 ac)	19000	SY	\$20	\$380,000	
Site drainage	1	ls	\$75,000	\$75,000	
Design/Permitting	1	ls	\$150,000	\$150,000	
Construction oversight	1	ls	\$75,000	\$75,000	
Reporting	1	ls	\$75,000	\$75,000	
Project Management	1	ls	\$275,000	\$275,000	
Total Phase II Capital Cost					\$4,039,600

TABLE 2

MID-RANGE COST ESTIMATE

Item	Quantity	Unit	Unit Cost (\$)	Extended Cost (\$)	Total Cost (\$)
PHASE II ANNUAL OPERATION AND MAINTENANCE COST					
Groundwater Monitoring (Years 1-2)	1	ls	\$246,000	\$246,000	
Groundwater Monitoring (Years 3-13)	1	ls	\$39,950	\$39,950	
Groundwater Monitoring (Years 14-30)	1	ls	\$12,600	\$12,600	
GW P&T system (Years 1 through 30)					
Power	4	HP-yr	\$250	\$1,000	
Operator (2 hr/day, 5day/wk)	520	hr	\$40	\$20,800	
Carbon Replacement (2 lb carbon/1,000 gal)	16000	lb	\$1	\$16,000	
Carbon Disposal (Coffeyville, KA) (a)	16000	lb	\$3	\$48,800	
Sludge Disposal (Coffeyville, KA) (a)	400	lb	\$3	\$1,220	
Carbon/Sludge Transportation to KA (a)	7800	mi	\$3	\$26,800	
Equipment Maintenance	1	ls	\$1,500	\$1,500	
Administrative Oversight	1	ls	\$5,000	\$5,000	
Analytical Monitoring	1	ls	\$15,000	\$15,000	
Miscellaneous (15%)	1	ls	\$3,270	\$3,300	
Total Phase II Annual O&M Cost (Years 1-2)					\$385,420
Total Phase II Annual O&M Cost (Years 3-13)					\$139,420
Total Phase II Annual O&M Cost (Years 14-30)					\$152,020
PHASE II PRESENT WORTH ANALYSIS					
Present Worth Factors:	n=2 years, i=4%, P/A=			1.8861	
	n=13 years, i=4%, P/A=			9.9856	
	n=30 years, i=4%, P/A=			17.2920	
O&M Present Worth - Years 1-2					\$726,900
O&M Present Worth - Years 3-13					\$1,129,200
O&M Present Worth - Years 14-30					\$1,110,700
30-Year O&M Present Worth					\$2,966,800
30-Year Total Present Worth - Capital Plus O&M					\$7,006,400
TOTAL MID-RANGE COST (Phase I + Phase II 30-Year Present Worth)					\$8,892,400
				Contingency (15%)	\$1,333,900
				TOTAL	\$10,226,300

TABLE 3

LOW-RANGE COST ESTIMATE

Item	Quantity	Unit	Unit Cost (\$)	Extended Cost (\$)	Total Cost (\$)
PHASE I CAPITAL COSTS					
Phase I RI	1	ls	\$79,600	\$79,600	
Soil Stockpile Improvements	1	ls	\$202,700	\$202,700	
Phase I Risk Assessment	1	ls	\$63,200	\$63,200	
Phase I Feasibility Study (incl treatability testing)	1	ls	\$125,000	\$125,000	
Phase I RD/RA (Cap onsite)					
Excavate containment cell (unlined)	1	ls	\$30,000	\$30,000	
Excavate and load soil	4000	cy	\$5	\$20,000	
Backfill and compact soil	4000	cy	\$10	\$40,000	
Asphaltic concrete capping (1 ac)	4800	SY	\$20	\$96,000	
Site drainage	1	ls	\$25,000	\$25,000	
Decommission Stockpile	1	ls	\$20,000	\$20,000	
Design/Permitting	1	ls	\$75,000	\$75,000	
Construction oversight	1	ls	\$50,000	\$50,000	
Reporting	1	ls	\$30,000	\$30,000	
Project Management	1	ls	\$50,000	\$50,000	
Total Phase I Capital Cost					\$906,500
PHASE I ANNUAL OPERATION AND MAINTENANCE COSTS				\$0	\$0
(No annual O&M costs associated with Phase I low-range cost estimate)					
PHASE I PRESENT WORTH ANALYSIS					
30-Year Total Present Worth - Capital Plus O&M					\$906,500
PHASE II CAPITAL COSTS					
Phase II RI					
Planned Investigations/Evaluations/Reporting	1	ls	\$1,384,200	\$1,384,200	
Additional soil sampling	1	ls	\$12,100	\$12,100	
Point of compliance wells	1	ls	\$12,300	\$12,300	
Additional evaluation/reporting	1	ls	\$178,500	\$178,500	
Phase II Risk Assessment	1	ls	\$82,700	\$82,700	
Phase II Feasibility Study (incl treatability testing)	1	ls	\$200,000	\$200,000	
Phase II RD/RA (natural attenuation, capping)					
Asphaltic concrete capping (4.5 ac)	22000	SY	\$20	\$440,000	
Site drainage	1	ls	\$75,000	\$75,000	
Design/Permitting	1	ls	\$50,000	\$50,000	
Construction oversight	1	ls	\$50,000	\$50,000	
Reporting	1	ls	\$50,000	\$50,000	
Project Management	1	ls	\$150,000	\$150,000	
Total Phase II Capital Cost					\$2,684,800

TABLE 3

LOW-RANGE COST ESTIMATE

Item	Quantity	Unit	Unit Cost (\$)	Extended Cost (\$)	Total Cost (\$)
PHASE II ANNUAL OPERATION AND MAINTENANCE COSTS					
Groundwater Monitoring (Years 1-2)	1	ls	\$188,300	\$188,300	
Groundwater Monitoring (Years 3-7)	1	ls	\$22,850	\$22,900	
Groundwater Monitoring (Years 8-30)	1	ls	\$11,400	\$11,400	
Total Phase II Annual O&M Cost (Year 1)					\$188,300
Total Phase II Annual O&M Cost (Years 2-7)					\$22,900
Total Phase II Annual O&M Cost (Years 8-30)					\$11,400
PHASE II PRESENT WORTH ANALYSIS					
Present Worth Factors:					
	n=1 year, i=4%, P/A=			0.9615	
	n=7 years, i=4%, P/A=			6.0021	
	n=30 years, i=4%, P/A=			17.2920	
O&M Present Worth - Year 1					\$181,100
O&M Present Worth - Years 2-7					\$115,400
O&M Present Worth - Years 8-30					\$128,700
30-Year O&M Present Worth					\$425,200
30-Year Total Present Worth - Capital Plus O&M					\$3,110,000
TOTAL LOW RANGE COST (Phase I + Phase II 30-year Present Worth)					
					\$4,016,500
				Contingency (15%)	\$602,500
				TOTAL	\$4,619,000

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5 Of Attorneys for Plaintiff
Time Oil Co.
6
7

8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE DISTRICT OF OREGON

10 TIME OIL CO., a Washington corporation,

11 Plaintiff,

12 vs.

13 KOPPERS COMPANY, INC., a
Pennsylvania corporation, and BEAZER
14 EAST, INC., a Delaware corporation,

15 Defendants.

No.

COMPLAINT

16 For its Complaint against defendants Koppers Company, Inc. and Beazer East, Inc.
17 plaintiff Time Oil Co. alleges as follows:

18 1.

19 Plaintiff Time Oil Co. is a Washington corporation having its principal place of business
20 in Seattle, Washington. Time Oil owns real property and improvements located at 10350 Time
21 Oil Road in Portland, Oregon (the Property).

22 2.

23 Defendant Koppers Company, Inc. is a Pennsylvania corporation with its principal
24 place of business in Pittsburgh, Pennsylvania. Defendant Beazer East, Inc. is a Delaware
25 corporation with its principal place of business in Pittsburgh, Pennsylvania.

26 3.

1 The Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 28 U.S.C. §
2 1332. The amount in controversy exceeds \$75,000.

3 4.

4 Venue in this district is proper under 28 U.S.C. § 1391.

5 5.

6 In 1967, Time Oil entered into an agreement with Wood Treating Chemicals Company,
7 pursuant to which Wood Treating Chemicals Company used Time Oil's employees and a portion
8 of the Property to formulate pentachlorophenol-containing wood treating products and to
9 package those products for delivery to Wood Treating Chemical Company's customers in
10 Washington, Oregon and California. Wood Treating Chemical Company retained ownership of
11 the pentachlorophenol and other materials used to formulate the wood treating products and
12 retained ownership of the formulated products and all waste and by-products. Wood Treating
13 Chemical Company provided Time Oil's employees with the formulas and specifications for the
14 wood treating products and directed and controlled Time Oil's employees in the formulating and
15 packaging operations.

16 6.

17 In or before 1981, defendant Koppers Company, Inc. acquired Wood Treating Chemicals
18 Company and assumed the formulating agreement with Time Oil. Koppers Company, Inc.
19 continued its formulating operations at the Property under the agreement until 1982.

20 7.

21 During the formulation of the wood treating products, pentachlorophenol and other
22 hazardous substances, including petroleum-based carriers and other solvents, were spilled or
23 released at the Property and contaminated soil, surface waters, groundwaters and sediments at
24 and around the Property.

25 8.

26 In October 1995, the Oregon Department of Environmental Quality (DEQ) demanded

1 that Time Oil investigate and remediate contamination associated with defendant's wood treating
2 chemical formulation activities. In April 1996, the DEQ listed the Property on the Oregon
3 Confirmed Release List. In August 1996, Time Oil and the DEQ entered into a Voluntary
4 Agreement for Remedial Investigation/Feasibility Study (DEQ No. WMCVC-NWR-96-97)
5 pursuant to which Time Oil is investigating the nature and extent of contamination under the
6 DEQ's oversight.

7 9.

8 To date, Time Oil has incurred in excess of \$1 million in costs to investigate, remove and
9 remediate contamination at the Property related to defendants' wood treating chemical
10 formulating operations. Time Oil will continue to incur costs to comply with the Voluntary
11 Agreement and Oregon law.

12 10.

13 Defendant Beazer Materials & Services, Inc. is the successor in interest to the assets and
14 liabilities of defendant Koppers Company, Inc.

15 FIRST CLAIM FOR RELIEF

16 (CERCLA Contribution)

17 11.

18 Time Oil realleges and incorporates by reference the allegations of paragraphs 1 through
19 10 above.

20 12.

21 The Property is a "facility" as that term is defined, used and understood under 42 U.S.C.
22 § 9607(a) and 42 U.S.C. § 9601(9).

23 13.

24 Pentachlororphenol and solvents are "hazardous substances" as that term is used, defined
25 and understood in 42 U.S.C. § 9607(a) and 42 U.S.C. § 9601(14).

26

14.

Defendants arranged for the disposal of hazardous substances released at the property.

15.

Defendants operated the Property at the time hazardous substances were released at the property.

16.

Time Oil, as the owner of the Property, is a party potentially responsible for costs of response related to the release of hazardous substances at the Property.

17.

Time Oil has incurred necessary "costs of response" as that term is defined, used and understood in 42 U.S.C. § 9607(a) and 42 U.S.C. § 9601(25) related to the release or threatened release of hazardous substances at and from the Property.

18.

Time Oil is entitled to an equitable allocation of past and future costs of response and natural resource damage claims associated with the release of hazardous substances at or from the Property.

SECOND CLAIM FOR RELIEF

(Declaratory Judgment: CERCLA Contribution)

19.

Time Oil realleges and incorporates by reference the allegations of paragraphs 1 through 18 above.

20.

A present and justiciable controversy has arisen between Time Oil and Defendants relating to liability for past, present and future costs of response necessary to remediate the releases of hazardous substances and for injury to, destruction of, or loss of natural resources at or from the Property.

1 21.

2 Pursuant to 28 U.S.C. §§ 2201 and 2202, Time Oil is entitled to a declaratory judgment that
3 the Defendants are liable under CERCLA and to an equitable allocation of past, present and future
4 costs of response and natural resources damages.

5 THIRD CLAIM FOR RELIEF
6 (Oregon Superfund Contribution)

7 22.

8 Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through ____
9 above.

10 23.

11 Pentachlorophenol petroleum and other solvents are "hazardous substances" as that term is
12 defined, used and understood under ORS 465.200(15).

13 24.

14 The Property is a "facility" as that term is defined, used and understood in ORS
15 465.200(12) and ORS 465.255(1).

16 25.

17 Defendants were operators of the Property at or during the time of the acts or omissions that
18 resulted in a release of hazardous substances.

19 26.

20 Defendants' acts and omissions, caused, contributed to or exacerbated release of hazardous
21 substances at the Property.

22 27.

23 Time Oil is entitled to contribution from Defendants under ORS 465.257 and ORS
24 465.325(6) for any remedial action costs (including, but not limited to, administrative and
25 investigative costs) that Time Oil has incurred or will incur and to an allocation of remedial action
26 costs as between Plaintiff and Defendants.

1 FOURTH CLAIM FOR RELIEF

2 (Declaratory Judgment: Oregon Superfund Contribution)

3 28.

4 Time Oil realleges and incorporates by reference the allegations of paragraphs 1 through 27
5 above.

6 29.

7 A present and justiciable controversy has arisen as to liability for past, present and future
8 remedial action costs which are attributable to or associated with removal or remedial action at the
9 Property.

10 30.

11 Pursuant to ORS Chapter 28, Time Oil seeks and is entitled to a declaratory judgment that,
12 to the extent Time Oil is liable for any remedial actions costs, Time Oil is entitled to contribution
13 from Defendants under ORS 465.257 and ORS 465.325(6) and to an allocation of remedial action
14 costs as between Time Oil and Defendants.

15 FIFTH CLAIM FOR RELIEF

16 (Oregon Spill Response)

17 31.

18 Time Oil realleges and incorporates by reference the allegations of paragraphs 1 through 30
19 above.

20 32.

21 Pentachlorophenol petroleum and other solvents are "hazardous materials" as that term is
22 defined, used and understood under ORS 465.605(7).

23 33.

24 Defendants were the owners of hazardous materials spilled or released or threatened to spill
25 or release at the Property.

1 34.

2 Defendants failed immediately to clean up spills or releases of hazardous materials at or
3 from the Property, as required by ORS 466.645(1).

4 35.

5 As a result of defendants' conduct, Time Oil has incurred recoverable damages to respond
6 to the spill or release of hazardous materials at the Property.

7 36.

8 Under ORS 466.640, Time Oil is entitled to recover from Defendants all damages that Time
9 Oil has incurred or will incur, which are attributable to or associated with any spill, release, or
10 threatened release of a hazardous material at the Property.

11 SIXTH CLAIM FOR RELIEF

12 (Declaratory Judgment: Oregon Spill Response)

13 37.

14 Time Oil realleges and incorporates by reference the allegations of paragraphs 1 through 36
15 above.

16 38.

17 A present and justiciable controversy has arisen as to liability and responsibility for cleanup
18 of spills and releases or threatened spills and releases of hazardous materials at the Property.

19 39.

20 Pursuant to ORS Chapter 28, Time Oil seeks and is entitled to a declaratory judgment that
21 defendants are strictly liable under ORS 466.640 for a spill or release or threatened spill or release
22 of hazardous materials at the Property and are responsible for cleaning up these spills or releases
23 under ORS 466.645.

24 WHEREFORE, Plaintiff seeks judgment as follows:

25 1. On Plaintiff's First Claim for Relief, judgment in favor of Plaintiff and against
26 Defendants and for contribution from Defendants for remedial action costs that plaintiff has

incurred or may incur;

2. On Plaintiff's Second Claim for Relief, declaration that the Defendants are liable for their equitable allocation of past, present and future costs of response and natural resources damages attributable to or associated with removal or remedial action at the Northwest Terminal;

3. On Plaintiff's Third Claim for Relief, judgment in favor of Plaintiff and against Defendants and for contribution from Defendants for remedial action costs that plaintiff has incurred or may incur;

4. On Plaintiff's Fourth Claim for Relief, an allocation of removal and remedial action costs (including administrative and investigative costs) between Plaintiff and Defendants;

5. On Plaintiff's Fifth Claim for Relief, a judgment in favor of Plaintiff and against Defendant and for damages in an amount to be proved at trial.

6. On Plaintiff's Sixth Claim for Relief, a declaration that Defendants are strictly liable for any contamination of the Northwest Terminal and are responsible for cleaning up the Northwest Terminal.

7. For Plaintiff's costs and disbursements incurred herein; and

8. For such other relief as this Court deems just and equitable.

Dated: this 25th day of November, 1998

SCHWABE, WILLIAMSON & WYATT, P.C.

By:

Patricia M. Dost, OSB #90253
Of Attorneys for Plaintiff
Time Oil Co.

TO: Karla Urbanowicz, Oregon Department of Environmental Quality

FROM: Rebekah Brooks, Landau Associates, Inc. *RB* DEPT OF ENVIRONMENTAL QUALITY
RECEIVED

DATE: July 28, 1998

RE: Time Oil Northwest Terminal JUL 30 1998
Additional Groundwater Investigation, January-February, 1998

NORTHWEST REGION

This technical memorandum provides the results of an additional groundwater investigation, conducted as part of the Phase II remedial investigation (RI) at the Time Oil Northwest Terminal on January 26 through February 5, 1998. The purpose of the investigation was to provide information regarding groundwater flow characteristics in selected upper and lower zone wells and the concentrations of PCP in groundwater in the lower water-bearing zone in the vicinity of well LW-4D. The additional groundwater investigation was conducted in accordance with Landau Associates' letter to DEQ, dated January 15, 1998.

The additional groundwater investigation included the following tasks:

- Sampling of lower zone groundwater for PCP at six geoprobe locations in proximity to well LW-4D
- Sampling of shallow zone groundwater for PCP at one geoprobe location
- Continuous monitoring of water levels in upper and lower zone wells.

A map showing the monitoring locations for the additional groundwater investigation is provided on Figure 1. A summary of groundwater quality data collected at the geoprobe locations is provided in Table 1. The analytical laboratory data packages and the associated data validation report were submitted with the first quarter 1998 groundwater report (Landau Associates 1998).

The following sections provide a description of each of the tasks and a summary of the results.

LOWER ZONE GROUNDWATER SAMPLING

Seven borings were drilled using the geoprobe technique at the locations shown on Figure 1. Four of the borings (GB-1 through GB-4) were located along the south property boundary of the Time Oil facility. Groundwater samples were collected for PCP from the lower zone at three of these locations (GB-2 through GB-4); at GB-1, groundwater samples were collected from both the shallow and deep zones (GB-1s and GB-1d, respectively). Boring GB-5 was located within 10 ft of the LW-4 well pair to monitor PCP concentrations in the lower zone at the screened interval used for the geoprobe points (4-ft screen interval versus 10-ft screen interval at LW-4D). This location provided PCP concentrations that were directly comparable to those

determined at LW-4D during previous sampling events. Boring GB-6 was located at the southwest corner of the former soil treatment area to monitor PCP concentrations in the lower zone east of the LW-4 well pair. An attempt to drill a boring about 50 ft north of the GB-1 location (GB-1A) had to be abandoned; a concrete slab used to anchor ships to shore was encountered at about 1 ft below ground surface (BGS) and was too thick at this location to allow the drilling to continue. The lateral extent of the slab is unknown.

Drilling and Sampling Procedures

The borings were drilled using the geoprobe technique, and groundwater samples were collected from each boring. The depths of the top and bottom of the silt layer between the shallow and deep zones were determined by initially collecting soil samples at the first boring drilled (GB-4). A boring log of GB-4 is provided on Figure 2. The silt layer was identified at this location at depths ranging from about 17.5 to 22.5 ft BGS. This information was used to determine the appropriate depth for the screened intervals in each of the subsequent borings. Groundwater samples collected from the deep zone in each of the borings, except for GB-6, were collected with a screened interval set at about 30 to 34 ft BGS. At GB-6, the screened interval was set at about 38 to 42 ft BGS based on the driller's interpretation that the silt layer was thicker at this location, extending from about 17 to 33 ft BGS. The screened interval at GB-1s was set in the shallow zone at about 13 to 17 ft BGS. The screened intervals for the geoprobe borings are comparable to those for the LW-4 monitoring well pair, except shorter. The screened intervals at the LW-4 well pair are 5 to 20 ft BGS for the shallow well (LW-4S) and 29 to 39 ft for the deep well (LW-4D). A summary of the estimated depths for the silt layer and screened interval at each geoprobe location is provided below.

Geoprobe Location	Silt Layer Depth Interval (ft)	Temporary Screened Interval (ft)
GB-1s	—	13 - 17
GB-1d	17.5 - 22.5 ^(a)	30 - 34
GB-2	17.5 - 22.5 ^(a)	30 - 34
GB-3	17.5 - 22.5 ^(a)	30 - 34
GB-4	17.5 - 22.5	30 - 34
GB-5	17.5 - 22.5 ^(a)	30 - 34
GB-6	17 - 33 ^(b)	38 - 42

(a) Inferred from soil samples collected at GB-4.

(b) Inferred based on driller's interpretation.

The groundwater samples were collected from each boring using a temporary well screen installed by the driller. The samples were collected using a peristaltic pump and 0.175-inch (OD) polyethylene tubing.

Initial groundwater conditions were noted to be extremely turbid; however, final groundwater conditions were only slightly turbid, following purging of approximately 3 gallons of water from each screen prior to sampling. The pumping rates were decreased during sampling to minimize the potential for turbid samples and degassing of the water. The borings were backfilled with grout as the drilling tool was removed using a tremie pipe. Each boring was backfilled with a concrete surface seal, consisting of approximately 3 ft of concrete, to minimize surface water runoff into the subsurface.

Groundwater Quality Results

Groundwater samples collected from each of the geoprobe borings were analyzed for semivolatiles using EPA method 8270 at Analytical Resources, Inc. (ARI) laboratory. These analytical results are provided in Table 1. The results indicate that at locations GB-1 through GB-4 and GB-6, results for all constituents were nondetect, except for the following: low level concentrations of naphthalene (5.1 µg/L) and 2-methylnaphthalene (33 µg/L) at GB-2, and bis(2-ethylhexyl) phthalate at GB-1s, GB-1d, GB-2, and GB-4 (concentrations ranging from 2.5 to 4.6 µg/L). GB-5, the boring located directly adjacent to the LW-4 well pair, contained PCP at a concentration of 7600 µg/L (comparable to the LW-4D result of 16,000 µg/L for the first quarter 1998 event, collected 3 days later), naphthalene at 51 µg/L, bis(2-ethylhexyl)phthalate at 1.6 µg/L, and various phenol constituents (see Table 1) ranging in concentrations from 9 to 100 µg/L.

These analytical results indicate that the elevated levels of PCP observed in the deep zone at well LW-4D during the quarterly sampling events do not appear to have migrated toward the south property boundary. The results also indicate that the elevated concentrations of PCP do not occur in an area east of the LW-4 well pair and therefore do not appear to have migrated to or from that area. In order to better evaluate the migration pathways of PCP to and away from the LW-4D location, a recommendation for a second additional groundwater investigation will be provided to DEQ.

CONTINUOUS WATER LEVEL MONITORING

To evaluate the influence of the stage of the Willamette River on groundwater flow characteristics in the vicinity of well LW-4D and in other areas of the facility, water levels were continuously monitored at selected well locations, including J1, J3, LW-1S, LW-1D, LW-4S, LW-4D, LW-5S, and LW-6D, and in the Willamette River for a period of 7 days. The locations of these monitoring points are shown on Figure 1. A summary of the groundwater level measurement procedures and results from evaluation of the data is provided below.

Measurement Procedures

Continuous water level measurements were obtained at each well and in the Willamette River using Aquistar dataloggers and pressure transducers. Manual water level measurements using an electric water level indicator were taken at the beginning and end of the 7-day period to calibrate the transducers and check for drift. The dataloggers were set to record water level measurements in the wells at 30-minute intervals and in the Willamette River at 15-minute intervals.

Groundwater Level Evaluation

The continuous groundwater level data were evaluated to determine groundwater flow characteristics and correlation with the Willamette River stage. The evaluation included: 1) comparison of groundwater level elevation data in the shallow and deep wells with the Willamette River stage over the 7-day monitoring period, 2) calculation of tidal efficiencies and lag times between river stage fluctuations and lower zone well fluctuations, and 3) calculation of mean groundwater level elevations in the lower zone. The results of the evaluation will be used to further develop the hydrogeological conceptual model for the facility, to determine timing for future groundwater level measurements, and to aid in formulating recommendations for additional groundwater investigations.

Comparison of Groundwater Level Data with Willamette River Stage

For evaluation purposes, the continuous water level data for the deep and shallow wells and the Willamette River were plotted versus time (Figures 3 and 4, respectively). The plotted data indicate that water level fluctuations recorded in the deep wells for the 7-day period correlate directly with the stages of the Willamette River. The semidiurnal fluctuations in the Willamette River stage are due to tidal influences transmitted upstream from ocean tides. The overall downward trend in water levels over this period is probably related to changes in the Willamette River stage due to changes in river flow volumes and discharges from upstream dams.

Water levels in the shallow wells do not appear to be influenced by the river stages (Figure 4). Variability in shallow well water levels are probably related to influences by infiltration due to precipitation or changes in barometric pressure during the monitoring period.

Tidal Efficiency and Time Lag

To determine the relative response of lower zone water levels to Willamette River stage, tidal efficiency and time lag were calculated for each of the deep wells where continuous monitoring was conducted.

These calculations were not conducted for the shallow wells because water level fluctuations in the shallow wells due to river stage are interpreted to be negligible (see Figure 4).

Tidal efficiency is defined as the ratio of water level change measured within a monitoring well to water level change in the Willamette River, times 100. Tidal efficiencies were calculated for each minimum/maximum fluctuation during the monitoring period and averaged. The average tidal efficiency for each deep well location is shown in Table 2. The average tidal efficiencies for the 7-day monitoring period range from about 22 percent at well LW-4D to about 31 percent at well LW-6D. Tidal efficiencies at well J2 more closely resemble those determined for LW-6D. Except for J2, river influences within the deep wells are generally greatest closest to the river and diminish with increasing distance from the shoreline. The response in J2 likely indicates that there is a greater connection between the river and this area possibly due to a local increase in aquifer permeability.

Time lag is defined as the amount of time required for a maximum or minimum fluctuation in river stage to cause a corresponding water level fluctuation at the monitoring location. Time lags between each maximum and minimum fluctuation in the river and those in the wells were determined for each deep well and averaged. Average time lags are shown on Table 3. Average time lag calculations indicate that it takes an average of about 1 hour for a fluctuation in the Willamette River to be reflected at well LW-6D, but it takes an average of about 1.5 hours for the corresponding river stage influence to be recorded at wells LW-1D and LW-4D. The maximum time lag calculated for an individual fluctuation was about 3 hours at LW-4D occurring on January 30. The minimum time lag for an individual fluctuation was about 15 minutes at LW-6D occurring on February 1.

Based on the time lag information, the timing for measurement of water levels at the facility as part of the quarterly groundwater sampling events was modified. Future measurements of water levels in the deep wells (and those conducted in May 1998 for the second quarter 1998 groundwater sampling event) will be timed so that measurements start at about 1.5 to 2 hours past a predicted mean river stage, based on predictions for the St. Johns station on the Willamette River. Deep wells will be measured before the shallow wells starting with the deep wells located closest to the river and moving inland. The modified timing will provide information that more closely estimates mean water level elevations or elevations minimally influenced by river stage.

Calculation of Mean Groundwater Level Elevations

To remove the effects of river stage fluctuations on the continuous water levels recorded in the deep wells, mean water level elevations were determined using a filtering method by Serfes (1991). The Serfes method uses a time-weighted, moving average to filter out the semidiurnal fluctuations in the wells from river

stage influences to produce water level elevation data that are more representative of mean water level conditions. Mean groundwater elevations (at hour 36) were calculated based on 71 consecutive (hourly) water level measurements for two periods: January 30 at about 3:30 p.m. through February 2 at about 1:30 p.m. and February 2 at about 10:00 a.m. through February 5 at about 8:00 a.m. The resulting mean groundwater elevations are provided in Table 4.

Groundwater flow directions can also be inferred using the filtered data. Figure 5 shows mean groundwater elevation data and inferred groundwater flow directions for February 3, 1998 at about 9:00 p.m. (hour 36 for the second period). Note that this map is incomplete because of the limited distribution of monitoring points in the deep zone during the continuous monitoring. These data indicate that for the monitoring period, mean groundwater flow in the deep zone is toward the Willamette River. However, groundwater level data collected from the deep wells as part of the first quarter 1998 groundwater monitoring event (January 27, 1998) and early in the continuous monitoring period at well LW-6D, indicate that groundwater flow is inward from the river. This groundwater flow pattern likely reflects the influence from a maximum river stage fluctuation and does not likely represent mean flow conditions.

For comparison, Figure 6 shows shallow zone groundwater elevation data and inferred groundwater flow directions using discrete (non-averaged) measurements on February 3, 1998 at about 9 p.m. The Serfes filtering method was not used for the shallow zone measurements because of the lack of influence by river stage reflected in the shallow wells (Figure 4). Based on the continuous water level data collected in the shallow zone wells during this monitoring period, groundwater flow in the shallow zone is toward the south near LW-4S. However, this map is incomplete because of the limited distribution of monitoring points for the continuous monitoring.

The information presented in this memorandum will be incorporated into the hydrogeological conceptual model for the facility, to be presented in the upcoming Phase II RI report, and used in the development of recommendations for additional groundwater investigations. We anticipate that a recommendation for a second additional groundwater investigation will be provided to DEQ in the near future.

REFERENCES

Landau Associates, Inc. 1998. *First Quarter Groundwater Report*. April 27.

Serfes, Michael E. 1991. *Determining the Mean Hydraulic Gradient of Ground Water Affected by Tidal Fluctuations*. Ground Water. Vol. 29, No. 4. July-August.

cc: Mr. Kevin Murphy, Time Oil Co.
Ms. Patricia Dost, Schwabe Williamson & Wyatt

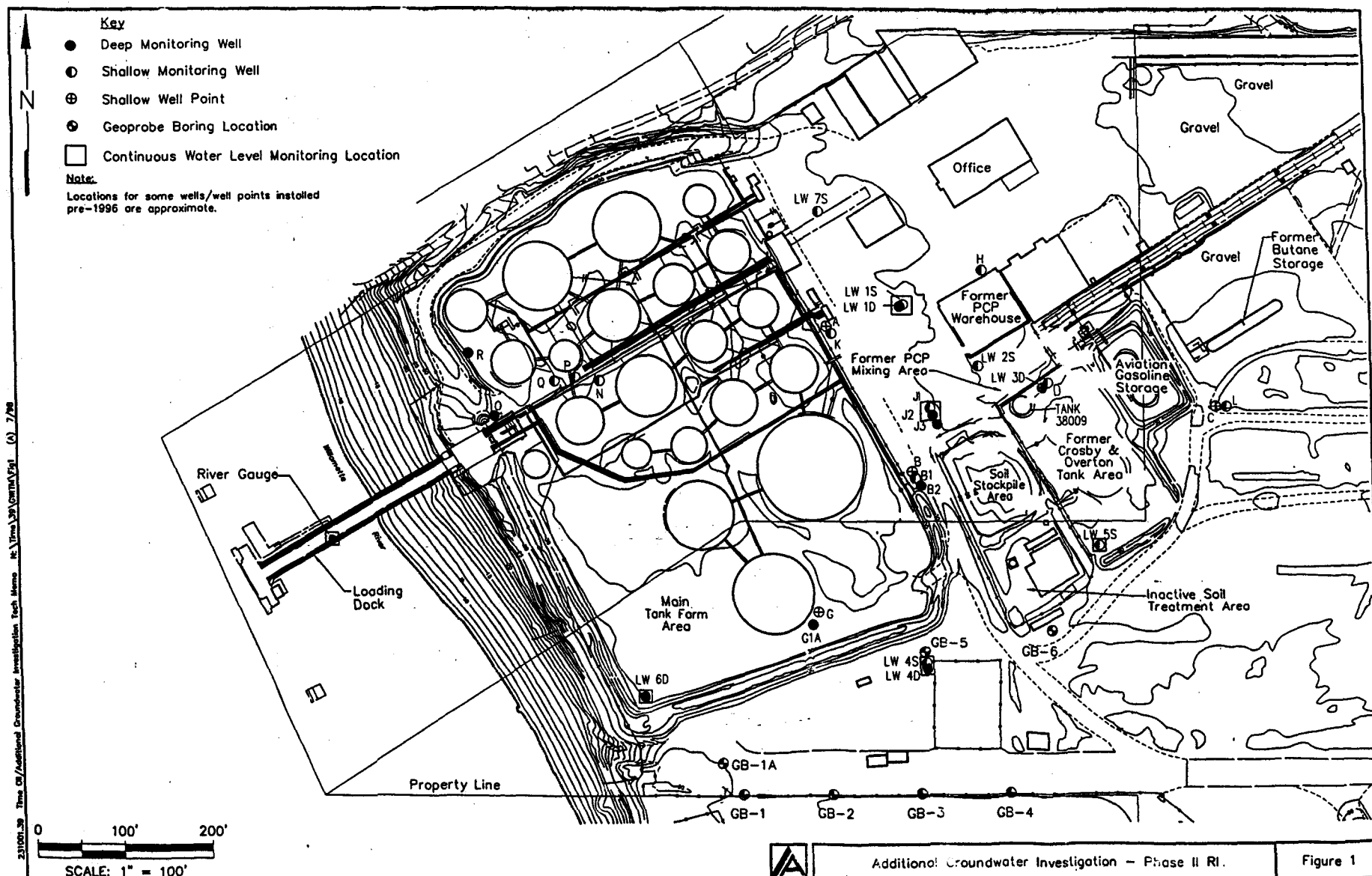
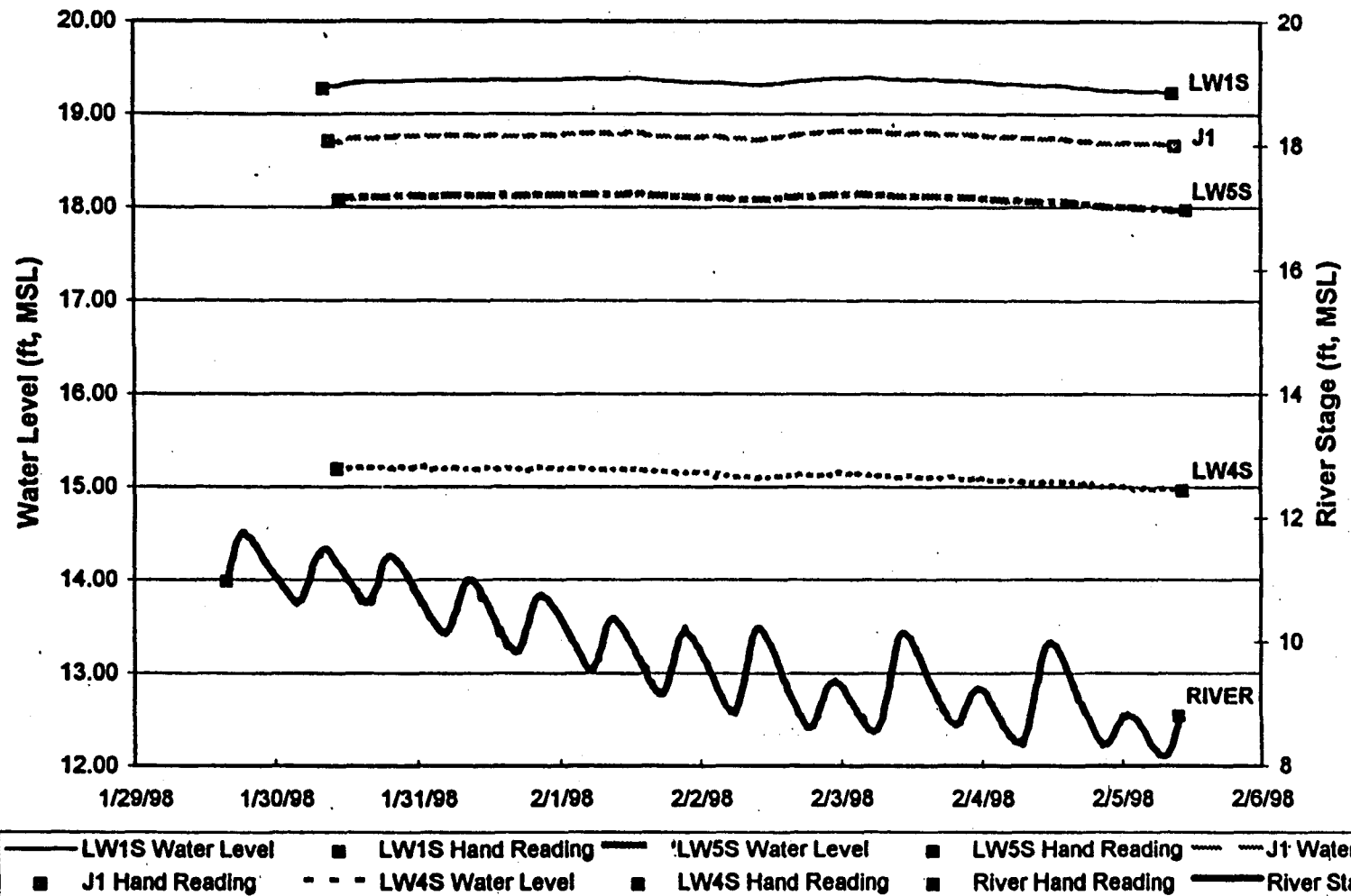


TABLE 4
MEAN WATER LEVELS - DEEP WELLS
ADDITIONAL GROUNDWATER INVESTIGATION, JANUARY-FEBRUARY 1998
TIME OIL NORTHWEST TERMINAL

Location	Mean Groundwater Level Elevations (ft. MSL) ^(a)	
	January 30 - February 2	February 2 - February 5
LW-1D	11.37	10.55
LW-4D	11.38	10.64
LW-6D	10.95	10.18
J2	11.04	10.21
Willamette River	10.10	9.11

(a) Calculated using the filtering method by Serfes (1991).

LANDAU ASSOCIATES





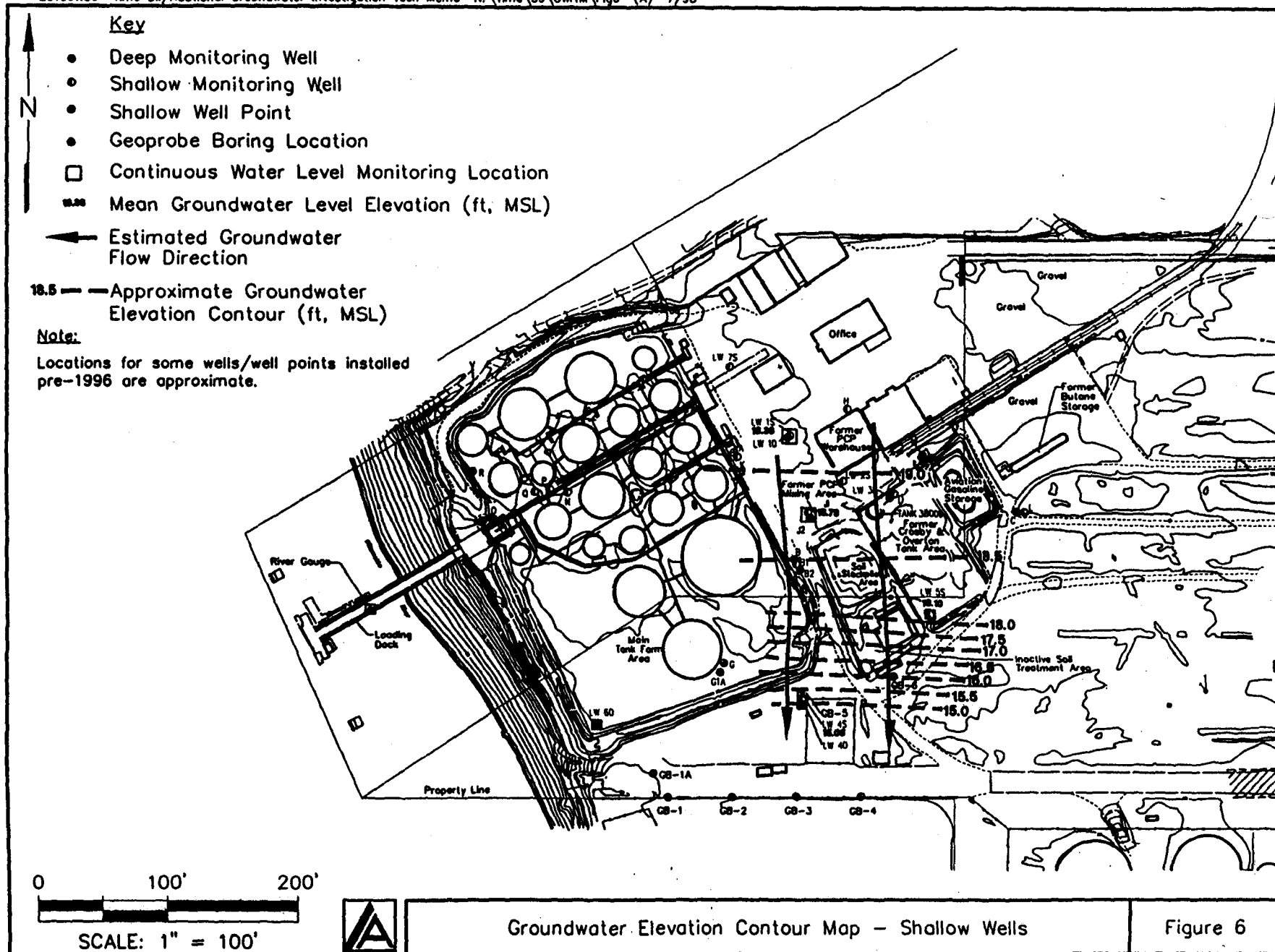


TABLE 1
GEOPROBE GROUNDWATER ANALYTICAL RESULTS
ADDITIONAL GROUNDWATER INVESTIGATION, JANUARY 1998
TIME OIL NORTHWEST TERMINAL

	GB-1d V211F 1/27/98	GB-1s V211G 1/27/98	GB-2 V211E 1/26/98	GB-3 V211D 1/26/98	GB-4 V211C 1/26/98	GB-5 V211H 1/27/98	GB-6 V211I 1/27/98
SEMI-VOLATILES (µg/L)							
EPA Method SW8270							
Phenol	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	20	2.0 U
Bis-(2-Chloroethyl) Ether	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U
2-Chlorophenol	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
1,3-Dichlorobenzene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
1,4-Dichlorobenzene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Benzyl Alcohol	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U
1,2-Dichlorobenzene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
2-Methylphenol	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U
2,2'-Oxybis(1-Chloropropane)	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
4-Methylphenol	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	18	1.0 U
N-Nitroso-Di-N-Propylamine	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U
Hexachloroethane	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U
Nitrobenzene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Isophorone	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
2-Nitrophenol	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U
2,4-Dimethylphenol	3.0 U	3.0 U	3.0 U	3.0 U	3.0 U	3.0 U	3.0 U
Benzoic Acid	10 U	10 U	10 U	10 U	10 U	10 U	10 U
bis(2-Chloroethoxy) Methane	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
2,4-Dichlorophenol	3.0 U	3.0 U	3.0 U	3.0 U	3.0 U	20	3.0 U
1,2,4-Trichlorobenzene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Naphthalene	1.0 U	1.0 U	5.1	1.0 U	1.0 U	51	1.0 U
4-Chloroaniline	3.0 U	3.0 U	3.0 U	3.0 U	3.0 U	3.0 U	3.0 U
Hexachlorobutadiene	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U
4-Chloro-3-methylphenol	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U
2-Methylnaphthalene	1.0 U	1.0 U	33	1.0 U	1.0 U	70	1.0 U
Hexachlorocyclopentadiene	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U
2,4,6-Trichlorophenol	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	9.0	5.0 U
2,4,5-Trichlorophenol	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	100	5.0 U
2-Chloronaphthalene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
2-Nitroaniline	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U
Dimethylphthalate	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Acenaphthylene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
3-Nitroaniline	6.0 U	6.0 U	6.0 U	6.0 U	6.0 U	6.0 U	6.0 U
Acenaphthene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
2,4-Dinitrophenol	10 U	10 U	10 U	10 U	10 U	10 U	10 U
4-Nitrophenol	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U
Dibenzofuran	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
2,6-Dinitrotoluene	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U
2,4-Dinitrotoluene	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U
Diethylphthalate	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
4-Chlorophenyl-phenylether	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Fluorene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
4-Nitroaniline	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U
4,6-Dinitro-2-Methylphenol	10 U	10 U	10 U	10 U	10 U	10 U	10 U
N-Nitrosodiphenylamine	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
4-Bromophenyl-phenylether	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Hexachlorobenzene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Pentachlorophenol	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	7600	5.0 U
Phenanthrene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Carbazole	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Anthracene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Di-n-Butylphthalate	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U

TABLE 1
GEOPROBE GROUNDWATER ANALYTICAL RESULTS
ADDITIONAL GROUNDWATER INVESTIGATION, JANUARY 1998
TIME OIL NORTHWEST TERMINAL

	GB-1d V211F 1/27/98	GB-1s V211G 1/27/98	GB-2 V211E 1/26/98	GB-3 V211D 1/26/98	GB-4 V211C 1/26/98	GB-5 V211H 1/27/98	GB-6 V211I 1/27/98
Fluoranthene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Pyrene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Butylbenzylphthalate	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
3,3'-Dichlorobenzidine	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U
Benzo(a)anthracene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
bis(2-Ethylhexyl)phthalate	4.6	3.2	2.5	1.0 U	2.5	1.6	1.0 U
Chrysene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Di-n-Octyl phthalate	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Benzo(b)fluoranthene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Benzo(k)fluoranthene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Benzo(a)pyrene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Indeno(1,2,3-cd)pyrene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Dibenz(a,h)anthracene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Benzo(g,h,i)perylene	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U

Footnotes:

U = Indicates compound was analyzed for, but was not detected at the given detection limit.

TABLE 2
TIDAL EFFICIENCY CALCULATIONS - DEEP WELLS
ADDITIONAL GROUNDWATER INVESTIGATION, JANUARY-FEBRUARY 1998
TIME OIL NORTHWEST TERMINAL

Page 1 of 1

Date	Tidal Efficiencies (in percent)			
	LW-1D	LW-4D	LW-6D	J2
1/30/98	26.67	25.33	34.67	33.33
1/31/98	20.93	19.77	29.07	27.91
1/31/98	23.60	23.60	32.58	31.46
2/1/98	18.07	15.66	26.51	26.51
2/1/98	20.41	22.45	29.59	28.57
2/2/98	23.53	23.53	31.62	30.15
2/2/98	26.67	24.00	30.67	32.00
2/3/98	26.75	24.20	33.12	33.76
2/3/98	15.25	13.58	25.42	22.03
2/4/98	29.81	31.06	36.65	37.27
2/4/98	16.33	16.33	26.53	24.49
Average Tidal Efficiency:	22.55	21.77	30.58	29.77

TABLE 3
TIME LAG CALCULATIONS - DEEP WELLS
ADDITIONAL GROUNDWATER INVESTIGATION, JANUARY-FEBRUARY 1998
TIME OIL NORTHWEST TERMINAL

Date	Time Lag (in hours, based on maximum water level peak)			
	LW-1D	LW-4D	LW-6D	J2
1/29/98			0:59	
1/30/98	1:42		0:59	1:20
1/30/98	1:42	2:58	1:00	1:35
1/31/98	1:12	1:28	0:45	1:05
	1:42	1:58	1:14	1:35
2/1/98	1:11	2:27	0:28	1:04
	1:26	1:12	0:44	1:19
2/2/98	2:28	2:27	1:14	1:49
2/3/98	2:11	1:27	1:29	1:34
	2:11	2:12	1:29	1:49
2/4/98	0:56	1:27	0:44	1:04
	2:12	2:28	1:14	1:50
2/5/98	0:56	1:12		0:49
	Time Lag (in hours, based on minimum water level peak)			
	LW-1D	LW-4D	LW-6D	J2
1/30/98			0:44	
	0:56	1:27	0:44	1:04
1/31/98	1:12	1:28	0:44	0:50
	1:12	1:43	0:45	1:05
2/1/98	1:41	1:27	0:44	1:04
	1:11	1:12	0:14	0:49
2/2/98	1:27	1:43	0:45	1:20
	1:42	2:13	0:45	1:20
2/3/98	1:56	1:57	0:59	1:19
	1:11	1:27	0:59	0:49
2/4/98	1:41	1:27	1:14	1:19
	1:57	1:43	1:14	1:35
Average Time Lag	1:33	1:37	0:55	1:16

TABLE 4
MEAN WATER LEVELS - DEEP WELLS
ADDITIONAL GROUNDWATER INVESTIGATION, JANUARY-FEBRUARY 1998
TIME OIL NORTHWEST TERMINAL

Location	Mean Groundwater Level Elevations (ft. MSL) ^(a)	
	January 30 - February 2	February 2- February 5
LW-1D	11.37	10.55
LW-4D	11.38	10.64
LW-6D	10.95	10.18
J2	11.04	10.21
Willamette River	10.10	9.11

(a) Calculated using the filtering method by Serfes (1991).

SEATTLE
TACOMA
PORTLAND
STOCKTON
RENO
RICHMOND
LOS ANGELES



TIME OIL CO.

2737 WEST COMMODORE WAY
P.O. BOX 24447, TERMINAL STATION

PHONE 206-285-2400
CABLE ADDRESS: TIMOIL
(FAX) 206-283-8036

DEPT. OF ENVIRONMENTAL QUALITY
SEATTLE, WASHINGTON 98124-1233
RECEIVED

January 21, 1998
JAN 26 1998

State of Oregon
Department of Environmental Quality, NW Region
Attn.: Ms. Karla Urbanowicz
2020 South West Fourth Avenue, Suite 400
Portland, Oregon 97201-4987

NORTHWEST REGION

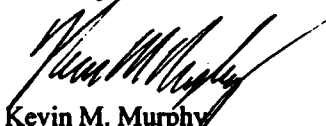
RE: TIME OIL CO. NORTHWEST TERMINAL, PORTLAND, OREGON

Dear Ms. Urbanowicz:

This letter is provided to document the incineration and final disposal of 112 drums of FO27 contaminated material. The soil and debris generated during the remediation of an area of the East Property at Time Oil Co.'s Northwest Terminal, in Portland, Oregon was drummed and disposed of at the Laidlaw facility located in Coffeyville, KS. Enclosed are the completed Uniform Hazardous Waste Manifests and Certificate of Disposal number 38880 and 39176.

If you have any questions or need any other information in order to process our requested time extension for storage, please call, my direct line is (206) 286-6443.

Sincerely,


Kevin M. Murphy
Sr. Environmental Specialist

cc: Mr. Donald Butler, Time Oil Co.
Ms. Patricia Dost, Schwabe, Williamson & Wyatt

m:\docs\wwterminal\deq\drumdisp.doc

BZTO104(e)013882

RECEIVED

CERTIFICATE OF DISPOSAL NO. 39176
 LAIDLAW ENVIRONMENTAL SERVICES (ARAGONITE), INC.
 P.O. BOX 1328
 COFFEYVILLE, KS 67337
 KSD981506025

JAN 21 1998

ATTN: KEVIN MURPHY
 TIME OIL CO.
 10350 N. TIME OIL ROAD

PORTLAND

OR 97203

WORKORDER # 114850
 DOCUMENT # PV91T
 CUST MANIFEST:
 STATE MANIFEST:
 DATE RECEIVED: 08/12/97

EPA # ORD009597543
 PHONE: 2062866443

PAGE NO. 1 OF 2

UNIQUE ID#	CONTENTS	TRANSFER WT/LBS MANIFEST	DISPOSAL FACILITY	METHOD	DISPOSAL / TRANSFER DAT
115	DM055/MTL PIPE	234	LAIDLAW - KS	INCINERATION	11/20/97
164	SOIL/LM	490	LAIDLAW - KS	INCINERATION	10/07/97
206	SOIL	417	LAIDLAW - KS	INCINERATION	10/07/97
219	SOIL	370	LAIDLAW - KS	INCINERATION	12/03/97
105	SOIL	559	LAIDLAW - KS	INCINERATION	12/03/97
161	SOIL	491	LAIDLAW - KS	INCINERATION	10/07/97
170	SOIL/GLASS	202	LAIDLAW - KS	INCINERATION	10/07/97
230	SOIL	475	LAIDLAW - KS	INCINERATION	12/03/97
221	SOIL/LM	227	LAIDLAW - KS	INCINERATION	12/03/97
196	SOIL	368	LAIDLAW - KS	INCINERATION	01/07/98
217	SOIL	761	LAIDLAW - KS	INCINERATION	01/07/98
205	SOIL	228	LAIDLAW - KS	INCINERATION	10/07/97
136	SOIL	479	LAIDLAW - KS	INCINERATION	10/07/97
137	SOIL	218	LAIDLAW - KS	INCINERATION	11/26/97
197	SOIL	344	LAIDLAW - KS	INCINERATION	10/07/97
135	SOIL	492	LAIDLAW - KS	INCINERATION	10/07/97
143	SOIL	495	LAIDLAW - KS	INCINERATION	01/07/98
118	SOIL/WOOD/LM	220	LAIDLAW - KS	INCINERATION	01/07/98
192	SOIL	500	LAIDLAW - KS	INCINERATION	12/03/97
207	SOIL/FD	318	LAIDLAW - KS	INCINERATION	12/03/97
204	SOIL	368	LAIDLAW - KS	INCINERATION	10/07/97
142	SOIL	563	LAIDLAW - KS	INCINERATION	10/07/97
162	SOIL	407	LAIDLAW - KS	INCINERATION	12/03/97
172	SOIL	490	LAIDLAW - KS	INCINERATION	12/03/97
168	SOIL	529	LAIDLAW - KS	INCINERATION	10/07/97
191	SOIL	491	LAIDLAW - KS	INCINERATION	10/07/97
167	SOIL	504	LAIDLAW - KS	INCINERATION	10/07/97
169	SOIL	534	LAIDLAW - KS	INCINERATION	10/07/97
227	SOIL	538	LAIDLAW - KS	INCINERATION	12/03/97
190	SOIL	478	LAIDLAW - KS	INCINERATION	10/07/97
166	SOIL	482	LAIDLAW - KS	INCINERATION	10/07/97
116	DM055/SOIL	655	LAIDLAW - KS	INCINERATION	12/03/97
131	SOIL	562	LAIDLAW - KS	INCINERATION	12/03/97
130	SOIL	658	LAIDLAW - KS	INCINERATION	12/03/97
112	DM055/LM	267	LAIDLAW - KS	INCINERATION	12/03/97
114	ROCK/FIBERGLASS	424	LAIDLAW - KS	INCINERATION	12/03/97
220	DM055/SOIL	244	LAIDLAW - KS	INCINERATION	12/03/97
123	MTL/SRP/SOIL	286	LAIDLAW - KS	INCINERATION	12/03/97

BZTO104(e)013883

CERTIFICATE OF DISPOSAL NO. 39176

DOCUMENT # PV91T

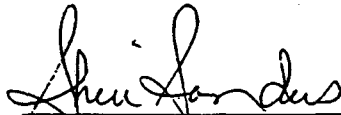
PAGE NO. 2 OF 2

UNIQUE ID#	CONTENTS	TRANSFER WT/LBS MANIFEST	DISPOSAL FACILITY	METHOD	DISPOSAL / TRANSFER DATE
113	SOIL/LM	464	LAIDLAW - KS	INCINERATION	12/03/97
128	LM	120	LAIDLAW - KS	INCINERATION	12/03/97
132	SOIL/LM	328	LAIDLAW - KS	INCINERATION	12/03/97
145	SOIL/SRP	289	LAIDLAW - KS	INCINERATION	12/03/97

17569

THIS COMPLETES DESTRUCTION OF THE WASTE ON LAIDLAW DOCUMENT NO. PV91T.

UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR THE MAKING OR SUBMISSION OF FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS (18 U.S. C. 1001 AND 15 U.S.C. 2615), I CERTIFY THAT THE INFORMATION CONTAINED IN OR ACCOMPANYING THIS DOCUMENT IS TRUE, ACCURATE AND COMPLETE. AS TO THE IDENTIFIED SECTIONS(S) OF THIS DOCUMENT FOR WHICH I CANNOT PERSONALLY VERIFY TRUTH AND ACCURACY, I CERTIFY AS THE COMPANY OFFICIAL HAVING SUPERVISORY RESPONSIBILITY FOR THE PERSONS WHO, ACTING UNDER MY DIRECT INSTRUCTIONS, MADE THE VERIFICATION THAT THIS INFORMATION IS TRUE, ACCURATE, AND COMPLETE.



Authorized Agent

01/12/98

Date

316-251-6380

BZTO104(e)013884

RECEIVED

CERTIFICATE OF DISPOSAL NO. 38880
 LAIDLAW ENVIRONMENTAL SERVICES (ARAGONITE), INC.
 P.O. BOX 1328
 COFFEYVILLE, KS 67337
 KSD981506025

ATTN: KEVIN MURPHY
 TIME OIL CO.
 10350 N. TIME OIL ROAD

PORTLAND

OR 97203

EPA # ORD009597543
 PHONE: 2062866443

WORKORDER # 114850
 DOCUMENT # PV92T
 CUST MANIFEST:
 STATE MANIFEST:
 DATE RECEIVED: 08/10/97

PAGE NO. 1 OF 3

UNIQUE ID#	CONTENTS	TRANSFER WT/LBS MANIFEST	DISPOSAL FACILITY	METHOD	DISPOSAL / TRANSFER DATE
231	SOIL/SRP	238	LAIDLAW - KS	INCINERATION	11/26/97
181	SOIL	444	LAIDLAW - KS	INCINERATION	11/19/97
177	SOIL	466	LAIDLAW - KS	INCINERATION	11/19/97
188	SOIL	523	LAIDLAW - KS	INCINERATION	11/19/97
175	SOIL	504	LAIDLAW - KS	INCINERATION	11/19/97
176	SOIL	465	LAIDLAW - KS	INCINERATION	11/19/97
199	SOIL/SRP	336	LAIDLAW - KS	INCINERATION	11/19/97
186	SOIL	476	LAIDLAW - KS	INCINERATION	11/19/97
203	SOIL	232	LAIDLAW - KS	INCINERATION	11/19/97
158	SOIL	481	LAIDLAW - KS	INCINERATION	11/19/97
151	SOIL/SRP	429	LAIDLAW - KS	INCINERATION	11/19/97
195	SOIL	491	LAIDLAW - KS	INCINERATION	11/19/97
218	SOIL	595	LAIDLAW - KS	INCINERATION	11/19/97
184	SOIL	509	LAIDLAW - KS	INCINERATION	11/19/97
104	SOIL	460	LAIDLAW - KS	INCINERATION	11/19/97
102	SOIL	540	LAIDLAW - KS	INCINERATION	11/19/97
147	SOIL/SRP	469	LAIDLAW - KS	INCINERATION	11/19/97
148	SOIL	513	LAIDLAW - KS	INCINERATION	11/19/97
153	SOIL	472	LAIDLAW - KS	INCINERATION	11/19/97
180	SOIL	495	LAIDLAW - KS	INCINERATION	11/19/97
224	SOIL/WOOD/LM	213	LAIDLAW - KS	INCINERATION	11/19/97
174	SOIL/SRP	511	LAIDLAW - KS	INCINERATION	11/19/97
149	SOIL/SRP	439	LAIDLAW - KS	INCINERATION	11/19/97
228	SOIL/WOOD/LM	279	LAIDLAW - KS	INCINERATION	11/19/97
178	SOIL/LM	428	LAIDLAW - KS	INCINERATION	11/19/97
154	SOIL/WOOD/SRP	458	LAIDLAW - KS	INCINERATION	11/19/97
179	SOIL	481	LAIDLAW - KS	INCINERATION	11/19/97
229	SOIL/SRP	342	LAIDLAW - KS	INCINERATION	11/19/97
152	SOIL	494	LAIDLAW - KS	INCINERATION	11/19/97
146	SOIL	530	LAIDLAW - KS	INCINERATION	11/19/97
201	SOIL	260	LAIDLAW - KS	INCINERATION	11/19/97
103	SOIL/WOOD	335	LAIDLAW - KS	INCINERATION	11/19/97
225	SOIL/WOOD/SRP	349	LAIDLAW - KS	INCINERATION	11/19/97
202	SOIL	231	LAIDLAW - KS	INCINERATION	11/19/97
182	SOIL	426	LAIDLAW - KS	INCINERATION	11/19/97
183	SOIL/SRP	460	LAIDLAW - KS	INCINERATION	11/19/97
194	SOIL/SRP	389	LAIDLAW - KS	INCINERATION	11/19/97
185	SOIL	485	LAIDLAW - KS	INCINERATION	11/19/97

BZTO104(e)013885

CERTIFICATE OF DISPOSAL NO. 38880

DOCUMENT # PV92T

PAGE NO. 2 OF 3

UNIQUE ID#	CONTENTS	TRANSFER WT/LBS MANIFEST	DISPOSAL FACILITY	METHOD	DISPOSAL / TRANSFER DATE
223	SOIL/LM	371	LAIDLAW - KS	INCINERATION	11/19/97
200	SOIL	489	LAIDLAW - KS	INCINERATION	11/19/97
226	SOIL/WOOD	302	LAIDLAW - KS	INCINERATION	11/19/97
193	SOIL/SRP	537	LAIDLAW - KS	INCINERATION	11/19/97
189	SOIL	488	LAIDLAW - KS	INCINERATION	11/19/97
173	SOIL	462	LAIDLAW - KS	INCINERATION	11/19/97
187	SOIL	495	LAIDLAW - KS	INCINERATION	11/19/97
165	SOIL	495	LAIDLAW - KS	INCINERATION	11/26/97
227	SOIL/WOOD	286	LAIDLAW - KS	INCINERATION	11/19/97
160	SOIL	619	LAIDLAW - KS	INCINERATION	11/19/97
120	SOIL	441	LAIDLAW - KS	INCINERATION	11/19/97
101	SOIL	445	LAIDLAW - KS	INCINERATION	11/19/97
157	SOIL	458	LAIDLAW - KS	INCINERATION	11/19/97
150	SOIL	439	LAIDLAW - KS	INCINERATION	11/19/97
122	SOIL	403	LAIDLAW - KS	INCINERATION	11/19/97
208	SOIL	728	LAIDLAW - KS	INCINERATION	11/19/97
155	SOIL	430	LAIDLAW - KS	INCINERATION	11/19/97
215	SOIL	528	LAIDLAW - KS	INCINERATION	11/19/97
212	SOIL	704	LAIDLAW - KS	INCINERATION	11/19/97
232	SOIL/LM	307	LAIDLAW - KS	INCINERATION	11/19/97
211	SOIL	691	LAIDLAW - KS	INCINERATION	11/19/97
216	SOIL	745	LAIDLAW - KS	INCINERATION	11/19/97
213	SOIL	704	LAIDLAW - KS	INCINERATION	11/19/97
209	SOIL	664	LAIDLAW - KS	INCINERATION	11/20/97
214	SOIL	761	LAIDLAW - KS	INCINERATION	11/19/97
163	SOIL	504	LAIDLAW - KS	INCINERATION	11/19/97
210	SOIL	687	LAIDLAW - KS	INCINERATION	11/19/97
156	SOIL	462	LAIDLAW - KS	INCINERATION	11/20/97
159	SOIL	490	LAIDLAW - KS	INCINERATION	11/20/97
124	SOIL	543	LAIDLAW - KS	INCINERATION	11/20/97
199	SOIL	328	LAIDLAW - KS	INCINERATION	11/20/97
144	SOIL	442	LAIDLAW - KS	INCINERATION	11/20/97

32696

BZTO104(e)013886

CERTIFICATE OF DISPOSAL NO. 38880

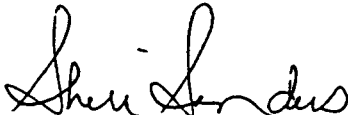
APT DOC # PV92T

PAGE NO. 3 OF 3

CONTAINER TYPE	CONTENTS	UNIQUE ID#	WT/LBS	SHIPMENT MANIFEST	DESTROY DATE	DISPOSAL METHOD
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THIS COMPLETES DESTRUCTION OF THE WASTE ON LAIDLAW DOCUMENT NO. PV92T.

UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR THE MAKING OR SUBMISSION OF FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS (18 U.S. C. 1001 AND 15 U.S.C. 2615), I CERTIFY THAT THE INFORMATION CONTAINED IN OR ACCOMPANYING THIS DOCUMENT IS TRUE, ACCURATE AND COMPLETE. AS TO THE IDENTIFIED SECTIONS(S) OF THIS DOCUMENT FOR WHICH I CANNOT PERSONALLY VERIFY TRUTH AND ACCURACY, I CERTIFY AS THE COMPANY OFFICIAL HAVING SUPERVISORY RESPONSIBILITY FOR THE PERSONS WHO, ACTING UNDER MY DIRECT INSTRUCTIONS, MADE THE VERIFICATION THAT THIS INFORMATION IS TRUE, ACCURATE, AND COMPLETE.



Authorized Agent

12/01/97

Date

316-251-6380



August 21, 1997

To: KEVIN MURPHY
TIME OIL CO.
10350 N. TIME OIL ROAD
PORTLAND, OR 97203-

From: Laidlaw (Aragonite), Inc.

RE: TIME OIL CO.
Laidlaw Document No. PV91T

Enclosed is your copy of the hazardous waste manifest, which indicates that your waste material has been received and accepted by Laidlaw.

You will receive a Certificate of Disposal when treatment and disposal of your manifested waste is complete.

We appreciate your business. If you have any questions, please contact your Facility Service Representative at 1-316-251-6380.

Enclosures

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No. O R D 0 0 9 5 9 7 5 4 3		Manifest Document No. PV91T		2. Page 1 of 1		Information in the shaded areas is not required by Federal law.			
3. Generator's Name and Mailing Address Time Oil Company 10350 N. Time Oil Road Portland, OR 97203						A. State Manifest Document Number					
4. Generator's Phone (206) 286-6443						B. State Generator's ID					
5. Transporter 1 Company Name Laidlaw Environmental Services (TG), Inc.						C. State Transporter's ID					
6. US EPA ID Number S C D 9 8 7 5 7 4 6 4 7						D. Transporter's Phone 800 933-4200					
7. Transporter 2 Company Name						E. State Transporter's ID					
8. US EPA ID Number						F. Transporter's Phone					
9. Designated Facility Name and Site Address Laidlaw Environmental Svcs. (Aragonite), Inc. P.O. Box 1328/Hwy. 169 North Coffeyville, KS 67337						G. State Facility's ID					
10. US EPA ID Number K S D 9 8 1 5 0 6 0 2 5						H. Facility's Phone 316-251-6380					
GENERATOR	11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)					12. Containers		13. Total Quantity	14. Unit Wt/Vol	15. Waste No.	
	a.	RQ	PENTACHLOROPHENOL, MIXTURE, 6.1, UN3155, PGII RQ=10 lb.			30	D M	EST 13335	P	F027	
	b.	RQ	PENTACHLOROPHENOL, MIXTURE, 6.1, UN3155, PGII RQ=10 lb.			11	D M	EST 5445	P	F027	
	c.		WASTE TOXIC SOLID, ORGANIC, N.O.S., (PENTACHLOROPHENOL, LEAD), 6.1, UN2811, PGII RQ=10 lb.			01	D M	EST 750	P	F027	
	d.										
J. Additional Descriptions for Materials Listed Above						K. Handling Codes for Wastes Listed Above					
a. drums RCRA contaminated soil RKS327288											
b. overpack drums contaminated soil RKS327288											
c. drum RCRA debris RKS324603											
15. Special Handling Instructions and Additional Information Work Order #114850 EMERGENCY NUMBER — Time Oil Co. 1800 426 0235 Laidlaw Manifest #PV91T											
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.											
Printed/Typed Name Kevin M. Murphy						Signature Kevin M. Murphy		Month Day Year 08/07/97			
TRANSPORTER	17. Transporter 1 Acknowledgement of Receipt of Materials										
	Printed/Typed Name Leonard Keeling						Signature Leonard Keeling		Month Day Year 08/07/97		
	18. Transporter 2 Acknowledgement of Receipt of Materials										
Printed/Typed Name						Signature		Month Day Year			
FACILITY	19. Discrepancy Indication Space										
	20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.										
Printed/Typed Name Bobbie Harms						Signature Bobbie Harms		Month Day Year 08/13/97			

PRINTED ON RECYCLED PAPER
USING SOYBEAN INK

ORIGINAL-RETURN TO GENERATOR

LAIDLAW
ENVIRONMENTAL
SERVICES

August 20, 1997

To: KEVIN MURPHY
TIME OIL CO.
10350 N. TIME OIL ROAD
PORTLAND, OR 97203-

From: Laidlaw (Aragonite), Inc.

RE: TIME OIL CO.
Laidlaw Document No. PV92T

Enclosed is your copy of the hazardous waste manifest, which indicates that your waste material has been received and accepted by Laidlaw.

You will receive a Certificate of Disposal when treatment and disposal of your manifested waste is complete.

We appreciate your business. If you have any questions, please contact your Facility Service Representative at 1-316-251-6380.

Enclosures

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No. O R D 0 0 9 5 9 7 5 4 3		Manifest Document No. F 1 0 2 7		2. Page 1 of 1		Information in the shaded areas is not required by Federal law.	
		3. Generator's Name and Mailing Address Time Oil Co. 10350 N. Time Oil Road Portland, OR 97203		6. Inc. US EPA ID Number S C D 9 8 7 5 7 4 6 4 7		A. State Manifest Document Number			
4. Generator's Phone (206) 286-6443		5. Transporter 1 Company Name Laidlaw Environmental Services (TG), Inc.		8. US EPA ID Number		B. State Generator's ID			
7. Transporter 2 Company Name		9. Designated Facility Name and Site Address Laidlaw Environmental Svcs. (Aragonite), Inc. P.O. Box 1328/Hwy. 169 North Coffeyville, KS 67337		10. US EPA ID Number K S D 9 8 1 5 0 6 0 2 5		C. State Transporter's ID		D. Transporter's Phone 800 933-4200	
						E. State Transporter's ID		F. Transporter's Phone	
						G. State Facility's ID		H. Facility's Phone 316-251-6380	
11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)		12. Containers		13. Total Quantity		14. Unit Wt/Vol		15. Waste No.	
a. RQ PENTACHLOROPHENOL, MIXTURE, 6.1, UN3155, PGII RQ=10 lb.		070 D M		3.1500		P		F027	
b. RQ PENTACHLOROPHENOL, MIXTURE, 6.1, UN3155, PGII RQ=10 lb. <i>Ken</i>		D M				P		F027	
c. WASTE TOXIC SOLID, ORGANIC, N.O.S., (PENTACHLOROPHENOL, LEAD), 6.1, UN2811, PGII RQ=10 lb. <i>Ken</i>		D M				P		F027	
d.									
J. Additional Descriptions for Materials Listed Above		K. Handling Codes for Wastes Listed Above							
a. drums RCRA contaminated soil RKS327288									
b. overpack drums contaminated soil RKS327288 <i>Ken</i>									
c. drum RCRA debris RKS324603									
15. Special Handling Instructions and Additional Information Work Order #114850 EMERGENCY NUMBER Time Oil Co 1800 426 0236 Laidlaw Manifest #PV92T									
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.									
Printed/Typed Name <i>Kevin M. Murphy</i>		Signature <i>Kevin M. Murphy</i>		Month Day Year 10/8/07/17					
17. Transporter 1 Acknowledgement of Receipt of Materials									
Printed/Typed Name <i>Robert Yarnall</i>		Signature <i>Robert Yarnall</i>		Month Day Year 10/9/07/17					
18. Transporter 2 Acknowledgement of Receipt of Materials									
Printed/Typed Name		Signature		Month Day Year					
19. Discrepancy Indication Space									
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.									
Printed/Typed Name <i>TRICKY MEANS</i>		Signature <i>Tricky Means</i>		Month Day Year 10/8/10/17					

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USING SOY INK

ORIGINAL-RETURN TO GENERATOR

WILDMAN, HARROLD, ALLEN & DIXON

225 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60606-1229
(312) 201-2000
FAX: (312) 201-2555

ANTHONY G. HOPP
(312) 201-2537
E-MAIL: hopp@whad.com

**SETTLEMENT COMMUNICATION:
PURSUANT TO FED. R. EVID. 408 AND
NOT ADMISSIBLE AS EVIDENCE**

May 20, 1997

VIA TELECOPY & U.S. MAIL

Patricia M. Dost, Esq.
Schwabe, Williamson & Wyatt
Pacwest Center, Suite 1600-1800
1211 Southwest 5th Avenue
Portland, OR 97204-3795
Telecopy No.: (503) 796-2900

Re: Time Oil: Northwest Terminal

Dear Patty:

The purpose of this letter is to provide you with Beazer East, Inc.'s ("Beazer's") settlement offer in response to Time Oil, Inc.'s ("Time Oil's") claim for response costs relating to Time Oil's Northwest Terminal near Portland, Oregon ("the Site"). Several preliminary statements are in order.

As Time Oil has itself indicated in its recent Phase I Remedial Investigation Report, Time Oil has been conducting environmental investigations and remedial actions at the site since 1984. Time Oil first notified Koppers Company Inc., now known as Beazer, of Time Oil's potential claim for clean up costs in 1985. Most, if not all of Time Oil's potential common-law actions against Beazer, therefore, are now time-barred. Furthermore, Time Oil's potential statutory causes of actions (including any actions under the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA") 42 U.S.C. § 9601 *et. seq.* and the Oregon Superfund Statute, Or. Rev. Stat. § 465.003 *et. seq.*) are foreclosed by the indemnity language contained within the various agreements executed by Time Oil and Beazer. Even if Time Oil could overcome Beazer's legal defenses to Time Oil's potential claims, the likelihood that a court would impose a significant share of liability for Time Oil's costs on Beazer is minimal because, *inter alia*, Time Oil at all times exercised complete control over the

Patricia M. Dost, Esq.
May 20, 1997
Page 2

SETTLEMENT COMMUNICATION:
PURSUANT TO FED. R. EVID. 408 AND
NOT ADMISSIBLE AS EVIDENCE

Site and all Site operations, and Time Oil made the critical decisions with respect to what to dispose of, and where.

Without question, however, litigation will be protracted and expensive. For that reason, Beazer is willing to make the settlement offer outlined below. As I informed you in a previous letter, Beazer makes this settlement offer with the expectation of ending Beazer's financial participation in Time Oil's ongoing investigation and remediation. Beazer is not open to discussing a settlement structure which would obligate Beazer to make continuing payments toward an undefined final figure.

Beazer understands that Time Oil's investigation is ongoing, and that Time Oil has yet to select a remedial alternative. As a result, it is not possible to predict with absolute certainty what the final costs will be. Beazer believes, however, that the investigation has progressed to a point where a range of reasonable potential costs may be estimated. Beazer has assumed such a range of reasonable costs for the purpose of compiling its settlement offer.

In addition, Beazer has reviewed documentation which Beazer has received from Time Oil relating to Time Oil's past costs at the Site. Time Oil's approach to the Site, particularly during the early periods of investigation, could fairly be described as unfocused. As a result, some of Time Oil's past costs were imprudently incurred, and cannot be fairly described as reasonable costs. However, for purposes of this settlement offer only, Beazer is willing to consider all of Time Oil's claimed costs, except described below, to be reasonable costs.

Furthermore, whether or not a court would consider the Site to be a single "facility" for the purpose of determining statutory liability under CERCLA, Beazer believes that the Site may be divided into two separate areas for the purpose of an allocation analysis: the formulation area and the dump Site. The formulation area would be defined as Time Oil's warehouse and mixing area. Beazer understands that the raw materials used by Time Oil to formulate wood preservatives were received and stored in this area, and that the mixing activities which eventually resulted in the production of finished wood preserving products occurred in this area. The dump site, however, is a separate area. It is located several hundred yards from the formulation area, and was apparently used by Time Oil as a refuse disposal site. While Time Oil has informed Beazer that wood preservative products were found buried in the dump site, Beazer does not believe that the dump site was in any way connected with Time Oil's wood preservative formulation activities.

WILDMAN, HARROLD, ALLEN & DIXON

Patricia M. Dost, Esq.
May 20, 1997
Page 3

SETTLEMENT COMMUNICATION:
PURSUANT TO FED. R. EVID. 408 AND
NOT ADMISSIBLE AS EVIDENCE

Beazer is willing to consider reimbursing Time Oil for a portion of its past and future costs for investigating and remediating the formulation area only. Beazer does not believe that responsibility for any portion of the costs associated with investigating and remediating the dump site may be fairly allocated to Beazer. Beazer declines, therefore, to consider reimbursing Time Oil for any portion of its past or future costs for investigating or remediating the dump site.

Based on the above-stated considerations, Beazer is willing to offer a total of \$372,316 to Time Oil, in exchange for a release of all claims and indemnity for future claims from Time Oil relating to the Site. Beazer has arrived at this proposal in the following manner:

A. Past Costs

1.	Time Oil claim	\$ 1,037,432.00
2.	Deduction for items apparently associated with dump site	\$ (553,598.00)
3.	Subtotal	\$ 483,384.00
4.	Deduction for Beazer's 1989 payment	\$ (50,000.00)
5.	Adjusted claim amount	\$ 433,834.00
6.	Beazer's proposed contribution	15%
	Subtotal	<hr/> \$ 65,075.00

B. Estimated Future Costs

1.	Soil removal	\$1,500,000.00
2.	Ground Water Remedy	\$1,000,000.00
3.	Subtotal	<hr/> \$2,500,000.00
4.	Discounted to present value	\$2,048,275.50
5.	Beazer's proposed contribution	15%
	Subtotal	<hr/> \$ 307,241.00

WILDMAN, HARROLD, ALLEN & DIXON

Patricia M. Dost, Esq.
May 20, 1997
Page 4

SETTLEMENT COMMUNICATION:
PURSUANT TO FED. R. EVID. 408 AND
NOT ADMISSIBLE AS EVIDENCE

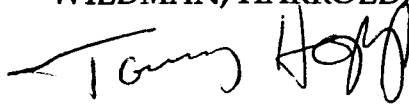
C. Total Offer

1.	Past costs	\$ 65,000.00
2.	Future costs discounted to present value	\$ 307,241.00
TOTAL		<hr/> \$ 372,316.00

Please call me with any questions.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON



Anthony G. Hopp

AGH:kma

cc: Robert L. Shuftan

**SCHWABE
WILLIAMSON
& WYATT**
P.C.
ATTORNEYS AT LAW

PACWEST CENTER, SUITES 1600-1800

1211 SOUTHWEST FIFTH AVENUE ■ PORTLAND, OREGON 97204-3795

TELEPHONE: 503 222-9981 ■ FAX: 503 796-2900 ■ TELEX: 650-686-1360

PATRICIA M. DOST

April 29, 1997

Mr. Anthony G. Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

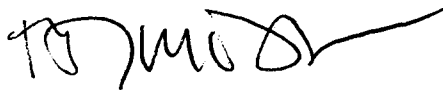
Re: Time Oil Northwest Terminal

Dear Tony:

Enclosed please find the Phase I Remedial Investigation Report recently submitted to Oregon DEQ. We continue to await your client's proposal for a financial settlement in this matter.

I look forward to speaking with you soon.

Very truly yours,



Patricia M. Dost

PMD:tp4

Enclosure

cc: Rick Gordon
Kevin Murphy

**SCHWABE
WILLIAMSON
& WYATT**
P.C.
ATTORNEYS AT LAW

PACWEST CENTER, SUITES 1600-1800

1211 SOUTHWEST FIFTH AVENUE • PORTLAND, OREGON 97204-3795

TELEPHONE: 503 222-9981 • FAX: 503 796-2900 • TELEX: 650-686-1360

PATRICIA M. DOST

March 11, 1997

VIA FACSIMILE AND
FIRST CLASS MAIL

Mr. Anthony G. Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

Re: Time Oil Co. Northwest Terminal

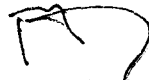
Dear Tony:

Thank you for your letter of March 4. Time Oil is pleased that Beazer is interested in resolving this matter amicably.

We expect to receive Beazer's proposal to settle this matter within two weeks. Assuming that we promptly receive Beazer's proposal, and so long as the parties are making substantial progress towards settlement, Time Oil will defer filing a lawsuit until April 4, 1997.

We look forward to receiving Beazer's proposal.

Very truly yours,



Patricia M. Dost

PMD:rc

cc: Rick Gordon
Kevin Murphy

WILDMAN, HARROLD, ALLEN & DIXON

225 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60606-1229
(312) 201-2000
FAX: (312) 201-2555

ANTHONY G. HOPP
(312) 201-2537

April 9, 1997

VIA TELECOPY & U.S. MAIL

Patricia M. Dost, Esq.
Schwabe, Williamson & Wyatt
Pacwest Center, Suite 1600-1800
1211 Southwest 5th Avenue
Portland, OR 97204-3795
Telecopy No.: (503) 796-2900

Re: Time Oil: Northwest Terminal

Dear Patty:

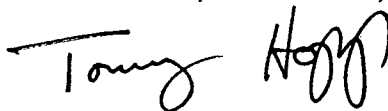
The purpose of this letter is to respond to your message of Friday, April 4, 1997. You requested a letter outlining the type of proposal my client expects to make regarding Time Oil's claim for response costs at Time Oil's Northwest Terminal near Portland, Oregon.

Please be advised that Beazer's Law Department has requested authority to engage in settlement discussions with Time Oil. Beazer's management has not yet responded to this request. It is possible, therefore, that any statements in this letter may be rendered inaccurate by the decision of Beazer's management. In other words, Beazer's management may refuse to approve the request for authority or may approve settlement discussions in some as yet unanticipated form.

Subject to this qualification, Beazer expects to deliver a settlement proposal to Time Oil within the next several weeks. Beazer anticipates that this proposal will take the form of a proposed final "buy-out." Beazer does not expect to propose to pay a percentage of Time Oil's ongoing expenses through completion of Time Oil's investigation and remediation.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON



Anthony G. Hopp

AGH:kma

cc: Robert L. Shuftan

BZTO104(e)013898

**SCHWABE
WILLIAMSON
& WYATT**
P.C.
ATTORNEYS AT LAW

PACWEST CENTER, SUITES 1600-1800

1211 SOUTHWEST FIFTH AVENUE • PORTLAND, OREGON 97204-3795

TELEPHONE: 503 222-9981 • FAX: 503 796-2900 • TELEX: 650-686-1360

PATRICIA M. DOST

March 20, 1997

Mr. Anthony G. Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

Re: Time Oil Northwest Terminal

Dear Tony:

Per your request, enclosed please find more detailed information concerning Time Oil's past costs at the Northwest Terminal related to Koppers' activities there. Please give me a call if you have any questions.

Very truly yours,



Patricia M. Dost

PMD:rc

cc: Rick Gordon
Kevin Murphy

ENVIRONMENTAL EXPENSES

TABLE I

HISTORICAL CONTRACTOR AND DIRECT CHARGES

25-Feb-97

LOCATION		10350 N Time Oil Road, Portland, OR		PROPERTY NO.: 03-123-900162	
Invoice #		DATE	EXPLANATION		AMOUNT
		04/30/85	Chem-Security Systems - Lab fees		\$150.00
		07/09/85	NW Vacuum Truck Service - Soil removal		\$9,000.00
		07/29/85	Chem-Security Systems - Soil disposal		\$27,270.88
		08/08/85	Riedel - Obtain & analyze 3 soil samples		\$500.00
		12/05/85	Riedel - Obtain & analyze soil samples		\$18,741.55
				1985 Total	\$55,662.43
				1/2 Share	\$27,831.22
		03/24/86	Riedel - Wall demo & well installation		\$17,252.67
		05/16/86	Instrumentation NW - Well point materials		\$3,702.66
		06/10/86	OR DEQ - Hazardous waste disposal fee		\$3,500.00
		06/11/86	Century Envir. - Analyze water samples		\$2,739.50
		07/08/86	Century Envir. - Analyze water samples		\$1,800.00
		08/08/86	Riedel - Install 3 monitoring wells		\$4,452.81
		08/15/86	Concrete Coring - Warehouse floor holes		\$390.00
		08/25/86	Jack Each Construction - Relocate soil		\$1,465.00
		10/01/86	SRH - Review of cleanup alternatives		\$18,465.00
		01/26/87	Century West - Analyze 3/86 water samples		\$130.50
				1986 Total	\$53,898.14
				Cumulative	\$109,560.57
				1/2 Share	\$54,780.29
		11/09/87	SRH - Analyze water samples		\$2,810.53
				1987 Total	\$2,810.53
				Cumulative	\$112,371.10
				1/2 Share	\$56,185.55
		08/31/88	Ecova - Prepare cleanup work plan		\$6,000.00
				1988 Total	\$6,000.00
				Cumulative	\$118,371.10
				Koppers Paid this amount in 1989	1/2 Share \$59,185.55
		03/02/89	PGE - Temporary power lines		\$4,763.04
		03/14/89	Ecova - Mob, excavation & well installation		\$160,000.00
		09/13/89	Friedman & Bruya - 8/23/89 Reactor samples		\$62.50
		10/04/89	Friedman & Bruya - 9/12/89 Reactor samples		\$170.00
		12/01/89	Friedman & Bruya - 10/6/89 Reactor samples		\$510.00
		12/01/89	Friedman & Bruya - 10/24/89 Reactor samples		\$515.00
		12/01/89	Friedman & Bruya - 11/2/89 Reactor samples		\$425.00
				1989 Total	\$166,445.54
				Cumulative	\$284,816.64
		08/14/90	ECOVA - Soil Treatment & Treatability		\$66,017.00
		11/30/90	ECOVA - Cover pile & Maint.		\$3,760.00
		02/15/90	Friedman & Bruya - 1/15/90 Soil pile samples		\$442.50
				1990 To Date	\$70,219.50
				Cumulative	\$355,036.14
		02/26/91	Friedman & Bruya-Soil samples for Penta/Dioxin PO #13904		
		03/20/91	Friedman & Bruya - Monitoring well samples - PCP		\$3,860.00
		07/19/91	DEQ Oversight Prepaid 7/91 - 3/92		\$5,000.00

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		12/00/91	ECOVA - Equipment Maint & Rental (Yearly Total)		\$25,140.00
		12/00/91	ECOVA - DEQ Negotiations and Assessment		\$21,643.09
				1991 Total	\$55,643.09
				Cumulative	\$410,679.23
		06/01/92	DEQ Oversight 4/92		\$620.07
		07/06/92	DEQ Oversight 5/92		\$1,164.62
		07/23/92	Reef Industries - Soil pile cover		\$5,042.50
		08/18/92	Friedman & Bruya - Soil sample ID for PCP		\$125.00
		08/25/92	ECOVA - Soil Treatment, Treatability, Cover & Maint		\$6,952.50
		10/01/92	SCS Fencing for Penta Site		\$1,181.25
				1992 Total	\$15,085.94
				Cumulative	\$425,765.17
		01/31/93	KW Brown - Consulting - RCRA		\$1,861.12
		03/10/93	KW Brown - Consulting - RCRA		\$2,526.48
		04/13/93	KW Brown - Consulting - RCRA		\$300.00
		04/30/93	ATEC - Consulting - RCRA		\$1,800.00
		06/30/93	ATEC - Consulting - RCRA		\$32.30
				1993 Total	\$6,519.90
				Historical Cumulative	\$432,285.07

ENVIRONMENTAL EXPENSES
TABLE II
SITE ASSESSMENT CONTRACTOR CHARGES

25-Feb-97

SITE ASSESSMENT CONSULTANT:		Landau Associates, Inc.	
CONTRACT AMOUNT	DATE		AMOUNT
Contract	May 7, 1993		\$312,250.00
CHANGE ORDER 03-123-Landa	July 6, 1993	Task 1-File review, Task 3-monitoring	\$7,750.00
CHANGE ORDER 03-123-Landa	Aug. 5, 1993	Task 2-Sampling and analyses for H2O Disp.	\$1,020.00
CHANGE ORDER 03-123-Landa	Oct. 12, 1993	Task 1 - Negotiate, Task 2 - RFI Workplan	\$14,800.00
CHANGE ORDER 03-123-Landa	Apr 6, 1994	Task 1 - Negotiate, Task 2 - Monthly water levels & Repo	\$12,750.00
CHANGE ORDER 03-123-Landa	Apr25, 1996	Task 1 -DEQ neg., RFI/FS, Drums & Stockpile	\$91,910.00
Budget Subtotal			\$440,480.00

INVOICING			
INVOICE #	DATE	Description	
3618	06/24/93	Strategy, RCRA Storage & RFI Characterization	\$14,263.03
3730	07/30/93	Strategy, RCRA Storage & RFI Characterization	\$19,629.53
3782	08/31/93	Strategy, RCRA Storage & RFI Characterization	\$15,503.10
3890	10/29/93	Strategy, RCRA Storage & RFI Characterization	\$24,672.90
3989	12/23/93	Strategy, RCRA Storage & RFI Characterization	\$3,254.68
4037	01/28/94	Strategy, RCRA Storage & RFI Characterization	\$6,588.99
4130	03/21/94	Strategy, RCRA Storage & RFI Characterization	\$2,264.05
4179	03/31/94	RFI Char. & Quarterly Report	\$1,418.63
4274	05/31/94	RFI Char. & Quarterly Report	\$5,829.20
4477	08/31/94	RFI Char. & Quarterly Report	\$1,749.78
4548	09/30/94	RFI Char. & Quarterly Report	\$1,731.48
4658	11/30/94	RFI Char. & Monthly Monitoring	\$344.46
4811	02/09/95	RFI Char. & Monthly Monitoring	\$210.24
4893	03/08/95	RFI Char. & Monthly Monitoring	\$557.96
4933	03/24/95	RFI Char. & Monthly Monitoring	\$1,054.00
5026	05/26/95	RFI Char. & Monthly Monitoring	\$149.16

5164	07/31/95	R. , Char. & Monthly Monitoring	\$88.14
5326	09/29/95	RFI Char. & Monthly Monitoring	\$332.81
5444	11/30/95	RFI Char. & Monthly Monitoring	\$165.60
5540	01/29/96	Strategy, DEQ VCP review and monthly Monitoring	\$14,321.18
5618	02/29/96	RI/FS, DEQ VCP review and monthly Monitoring	\$16,581.50
5732	04/30/96	RI/FS, Soil stockpile mgmt and monthly Monitoring	\$9,091.71
5885	06/28/96	Stockpile, RI/FS, Drums and back 16 acres	\$42,446.21
5885	06/28/96	Stockpile, RI/FS, Drums and back 16 acres (Short Paid original invoice)	\$3,900.00
5902	07/31/96	Stockpile, RI/FS, Drums and back 16 acres	\$42,496.66
6013	09/20/96	Stockpile, RI/FS, Drums and back 16 acres	\$15,906.41
6136	10/31/96	Stockpile, RI/FS, Drums and Small stockpile	\$17,047.08
6198	11/29/96	Stockpile, RI/FS, Drums and Small stockpile (Field Implementation)	\$102,022.99
6242	12/31/96	Stockpile, RI/FS, Drums and Small stockpile (Documentation and report	\$26,820.94
Invoice Subtotal			\$390,442.42
Budget Remaining			\$50,037.58

TABLE III TIME OIL CO. DIRECT CHARGES

02/25/97

INVOICE #	DATE	Description	PROPOSED	ACTUAL
ANALYTICAL	ARI			
03-123-ARI-CO1	10/11/96	Change Order to Blanket Contract	\$188,475.00	
Q081	10/14/96	12 Samples - Met, VOA, Semi-VOA, TPH, PCP - Soil		\$9,138.00
Q280	10/14/96	1 Samples - Met, VOA, Semi-VOA, TPH, PCP - Soil		\$784.00
Q388	10/09/96	3 samples - PCP only		\$293.25
Q421	10/25/96	10 Samples - Met, VOA, Semi-VOA, TPH, PCP - Soil		\$3,685.00
Q470	10/28/96	2 Samples - Met, Semi-VOA, TPH, PCP - Soil		\$798.00
Q485	10/28/96	2 samples - PCP - TCLP only		\$727.00
Q488	10/28/96	4 Samples - Met, VOA, Semi-VOA, TPH, PCP - Soil		\$1,795.00
Q524	11/04/96	8 Samp - Met, Semi-VOA, PCP, 5- Met, TPH, VOA		\$3,045.00
Q581	11/04/96	1 Samp - Phenol, PAH, Semi-VOA, 9- HClD, Phenols		\$1,486.00
Q649	11/11/96	9 Samp - PCP, 1- HClD, PCB		\$869.00
Q6502	11/18/96	23 - TPH, 5 Semi-VOA, 4 - PCB		\$1,640.00
Q650	11/18/96	10 - GCMS, VOC, SVOC, Phenol, TPH, Met, 25 PCP, 6 PCB		\$9,563.00
		Laboratory Subtotal	Remaining \$154,651.75	Subtotal \$33,823.25
CONSTRUCTION/ DISPOSAL				
Other				
636571	04/29/96	Superior Reprographics - copying old maps		\$17.53
485485	08/29/96	Reef Industries - Soil Pile Cover		\$5,083.00
485339	09/06/96	Reef Industries - Soil Pile Cover - Shipping		\$343.51
485443	09/06/96	Reef Industries - Decon area liner		\$1,850.00
486075	09/23/96	Reef Industries - Decon liner shipping		\$97.87
96toc0529-1	05/29/96	Friedman & Bruya - GC char of product		\$650.00
32300	11/29/96	Morris Scale Co. Crane Scale Rental		\$168.14
32343	12/04/96	Morris Scale Co. Crane Scale Rental		\$330.00
OR6110	10/28/96	Cascade Drilling, Borings and Mon. Well Abandonment	\$24,500.00	\$7,967.50
56511-12	12/28/96	American Envir. Network, Analyses of Treated Decon water		\$189.00
ADT				
1661-1	12/05/96	Construction Debris Disposal, Asphalt	\$3,330.00	\$4,038.84
1472	12/04/96	SMP, Drum consolidation, Small Stockpile (partial Payment)		\$75,000.00
	12/04/96	SMP, Drum consolidation, Small Stockpile (partial Payment)		\$43,324.46
ODEQ TSD Activities - Soil Pile				\$7,980.00
HW95TSD-0015	05/15/95			
			\$0.00	
ODEQ Voluntary Cleanup Program Oversight				
HSRAF95-1214	06/27/95	Oversight Costs	\$0.00	\$399.67
HSRAF95-1417	08/07/95	Oversight Costs	\$0.00	\$650.81
HSRAF96-0104	08/31/95	Oversight Costs	\$0.00	\$1,024.86
HSRAF96-0239	09/30/95	ODEQ - Oversight Costs	\$0.00	\$3,389.58
HSRAF96-0353	10/26/95	ODEQ - Oversight Costs		\$1,767.01
HSRAF96-0530	11/30/95	ODEQ - Oversight Costs		\$510.12
HSRAF96-0818	01/29/96	ODEQ - Oversight Costs		\$776.86
HSRAF96-0896	03/28/96	ODEQ - Oversight Costs		\$1,196.19

HSRAF96-1180	04/23/96	ODEQ - Oversight Costs		\$2,890.33
HSRAF96-1366	05/20/96	ODEQ - Oversight Costs		\$2,310.25
HSRAF96-1561	06/21/96	ODEQ - Oversight Costs		\$852.28
HSRAF97-0147	08/30/96	ODEQ - Oversight Costs		\$8,127.29
HSRAF97-0342	09/30/96	ODEQ - Oversight Costs		\$3,245.22
HSRAF97-0554	10/29/96	ODEQ - Oversight Costs		\$1,618.34
HSRAF97-0779	11/26/96	ODEQ - Oversight Costs		\$995.98
	01/02/97	ODEQ - Oversight Costs	Nov-96	\$609.65
	01/27/97	ODEQ - Oversight Costs	Dec-96	\$443.64
				\$0.00
				\$0.00
Invoice	LEASE AGREEMENTS		Invoice	
	12/22/93	Fence for small pile	\$232.50	\$232.50
87425	02/03/95	Fence for small pile	\$270.00	\$270.00
PO - 57268	10/06/95	3000 yd. pile - Rental Agreement 4980	\$2,261.25	
PO - 57268	11/30/95	3000 yd. pile - Rental Agreement 4980		\$2,261.25
96151	02/12/96	Fence for small pile PO 57377	\$270.00	\$270.00
SUBTOTAL			\$216,807.50	\$214,704.93
			PROPOSED	ACTUAL
Table I	HISTORICAL COSTS			\$432,285.07
Table II	SITE ASSESSMENT SUBTOTAL		\$440,480.00	\$390,442.42
Table III	TIME OIL CO. DIRECT CHARGES SUBTOTAL		\$216,807.50	\$214,704.93
TOTAL ENVIRONMENTAL EXPENSES			\$657,287.50	*****

WILDMAN, HARROLD, ALLEN & DIXON

225 WEST WACKER DRIVE

CHICAGO, ILLINOIS 60606-1229

(312) 201-2000

FAX: (312) 201-2555

ANTHONY G. HOPP
(312) 201-2537

March 13, 1997

VIA TELECOPY & U.S. MAIL

Patricia M. Dost, Esq.
Schwabe, Williamson & Wyatt
Pacwest Center, Suite 1600-1800
1211 Southwest 5th Avenue
Portland, OR 97204-3795
Telecopy No.: (503) 796-2900

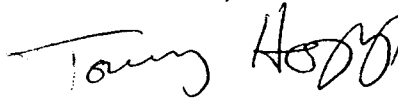
Re: Time Oil: Northwest Terminal

Dear Patty:

Thank you for your letter of March 11, 1997. Before Beazer completes its proposal, however, Beazer will need to review the cost summary you and I discussed last week. Please direct the summary of Time Oil's past costs to me at your earliest convenience.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON



Anthony G. Hopp

AGH:kma

cc: Michael D. Tischuk
Jill M. Blundon

BZTO104(e)013905

WILDMAN, HARROLD, ALLEN & DIXON

225 WEST WACKER DRIVE

CHICAGO, ILLINOIS 60606-1229

(312) 201-2000

FAX: (312) 201-2555

ANTHONY G. HOPP
(312) 201-2537

March 4, 1997

VIA TELECOPY & U.S. MAIL

Patricia M. Dost, Esq.
Schwabe, Williamson & Wyatt
Pacwest Center, Suite 1600-1800
1211 Southwest 5th Avenue
Portland, OR 97204-3795
Telecopy No.: (503) 796-2900

Re: Time Oil, Northwest Terminal

Dear Patty:

I am writing in response to your letter of February 27, 1997, and to follow up on my recent voice mail message to you.

I have discussed your letter of February 27th with the General Counsel of my client, Beazer East, Inc. Beazer would like to discuss with Time Oil a proposal for resolving Time Oil's claims against Beazer with respect to Time Oil's Northwest Terminal. Any proposal Beazer makes must be approved by Beazer's management, in advance. Formulating the proposal and obtaining management approval may take several weeks. Beazer intends to forward the proposal to Time Oil as soon as it is approved.

You have imposed a deadline of March 10, 1997, for the completion of negotiations between Beazer and Time Oil. As I understand your letter of February 27, 1997, if the parties do not reach some type of final agreement by March 10th, you intend to file a lawsuit on that date. While Beazer intends to work diligently toward a resolution of this matter, the deadline you have imposed is unrealistic and counterproductive. I suggest, therefore, that Time Oil agree to postpone filing a lawsuit for at least thirty days, up to and including April 4, 1997, to allow the parties to negotiate.

WILDMAN, HARROLD, ALLEN & DIXON

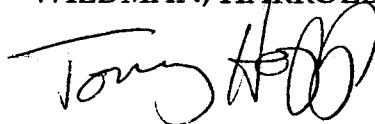
Patricia M. Dost, Esq.
March 4, 1997
Page 2

Finally, the agreement between Time Oil and Beazer dated September 27, 1995, allows either party to terminate its participation on ten days' notice. Should Time Oil sue Beazer, Beazer will elect to exercise its right to terminate the agreement.

Please contact me at your earliest convenience to let me know whether Time Oil will agree to postpone filing its proposed lawsuit.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON

A handwritten signature in black ink, appearing to read "Tony Hopp", written over the typed name.

Anthony G. Hopp

AGH:kma

bcc: Jill M. Blundon
Robert L. Shuftan

BZTO104(e)013907

**SCHWABE
WILLIAMSON
& WYATT**
P.C.
ATTORNEYS AT LAW

PACWEST CENTER, SUITES 1600-1800

1211 SOUTHWEST FIFTH AVENUE • PORTLAND, OREGON 97204-3795

TELEPHONE: 503 222-9981 • FAX: 503 796-2900 • TELEX: 650-686-1360

PATRICIA M. DOST

February 27, 1997

**VIA FACSIMILE AND
FIRST CLASS MAIL**

Mr. Anthony G. Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

Re: Time Oil's Northwest Terminal

Dear Tony:

Thank you for your and your client's recent efforts in assisting Time Oil to negotiate a favorable price with Rollins Environmental for incineration of pentachlorophenol waste generated during Time Oil's recent removal action at the Northwest Terminal.

On November 29, 1995, I wrote to you requesting that Beazer pay one-half of investigation and remediation costs related to Koppers' formulation activities at the Northwest Terminal as an interim allocation. On March 18, 1996, you wrote back indicating that Beazer was not at that time willing to contribute funds to the investigation and cleanup. You advised me that Beazer would consider a financial contribution after a remedial alternative is selected.

We revisited this issue in October, during the visit you and Mike Tischuk made to the Northwest Terminal. You told me that you would convey our renewed request for a financial contribution to Beazer's general counsel. To date, I have not heard back from you on this issue.

Time Oil has now spent \$1,037,432.42 to investigate and remove pentachlorophenol contamination at the Northwest Terminal related to Koppers' pentachlorophenol-formulating activities. Time Oil will spend half again this much in the next year to meet DEQ's requirements at the site. Time Oil has instructed me to commence litigation against Beazer to recover these costs.

Time Oil would vastly prefer to work in partnership with Beazer. Therefore, I am making a final request that Beazer agree to resume its historic practice of paying one half of

PORTLAND OREGON • SEATTLE WASHINGTON • VANCOUVER WASHINGTON • DISTRICT OF COLUMBIA
503 222-9981 206 622-1711 360 694-7551 202 624-8901

(17/89360/108195/PMD/142328.1)

BZTO104(e)013908

Mr. Tony Hopp
February 27, 1997
Page 2

investigation and remediation costs as an interim allocation pending completion of a successful remedial action. If we are unable to quickly reach agreement on this matter, I will file an action against Beazer on behalf of Time Oil in the Oregon federal court on March 10, 1997.

Time Oil remains optimistic that it can continue to work with Beazer on this matter. For such cooperation to continue, however, Time Oil needs Beazer's financial, as well as technical, contribution.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Patricia M. Dost', with a long horizontal flourish extending to the right.

Patricia M. Dost

PMD:rc

cc: Rick Gordon
Kevin Murphy

Beazer

11-2-96

CC: Jill

Tony Hopp

BEAZER EAST, INC., 436 SEVENTH AVENUE, PITTSBURGH, PA 15219

November 22, 1996

VIA AIRBORNE EXPRESS

Mr. Kevin Murphy
Time Oil Company
2737 W. Commodore Way
Seattle, WA 98199

Dear Kevin:

As discussed, enclosed are some technical resource documents to help you evaluate remediation strategies for soils and groundwater impacted by pentachlorophenol at Time Oil's Portland facility.

I have included a bio-venting treatability study (primarily groundwater), numerous published papers on soil bioremediation, two site-specific studies done to correlate penta and dioxin, and vendor literature regarding recycling soils into asphaltic material.

I trust this will give you some useful insights. If there are additional materials I can assist in providing you, please feel free to call at (412) 227-2194.

Very truly yours,

Michael D. Tischuk/dlk

Michael D. Tischuk
Technical Resources Manager

MDT/dlk

Enclosures

BZTO104(e)013910

WILDMAN, HARROLD, ALLEN & DIXON

225 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60606-1229

(312) 201-2000
FAX: (312) 201-2555

ANTHONY G. HOPP
(312) 201-2537

September 24, 1996

Ms. Patricia M. Dost
Schwabe, Williamson & Wyatt
Pacwest Center, Suite 1600-1800
1211 Southwest 5th Avenue
Portland, OR 97204-3795

Re: Time Oil Company, Northwest Terminal

Dear Patty:

I am writing to confirm our most recent telephone conversation. Mike Tischuk and I plan to meet with you in your office on October 17, 1996. You have indicated that you would like to begin the meeting at approximately 10:30 a.m. You have also indicated that the day will include a tour of the Time Oil facility.

At present, Jane Patarcity is unavailable on October 17. She has indicated, however, that she will join us if her schedule changes. I look forward to meeting with you.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON



Anthony G. Hopp

AGH:kma

cc: Jill M. Blundon
Michael Tischuk
Jane Patarcity
Robert L. Shuftan

**SCHWABE
WILLIAMSON
& WYATT**
P.C.
ATTORNEYS AT LAW

PACWEST CENTER, SUITES 1600-1800

1211 SOUTHWEST FIFTH AVENUE • PORTLAND, OREGON 97204-3795

TELEPHONE: 503 222-9981 • FAX: 503 796-2900 • TELEX: 650-686-1360

PATRICIA M. DOST

September 6, 1996

Mr. Anthony G. Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

Re: Time Oil Work Plan

Dear Tony:

Enclosed please find three letters constituting the Oregon Department of Environmental Quality's approval of the work plans I forwarded to you earlier. DEQ's August 19, 1996 letter approves Time Oil's Stockpile Management Plan. The August 22, 1996 letter approves Time Oil's Revised Drum Removal and Small Stockpile Relocation Plan. Finally, the August 23, 1996 letter approves our RI/FS Work Plan.

Time Oil plans to start work on the drum removal and stockpile relocation plan and the stockpile management plan the week of September 16. Please give me a call if you have any questions, or have Jane or Mike call Kevin directly.

We are looking forward to visiting with you the week of October 7. Please give me a call as soon as you can confirm a specific date.

Very truly yours,



Patricia M. Dost

PMD:rc

Enclosures

cc: Rick Gordon
Kevin Murphy

August 19, 1996

Kevin Murphy
Time Oil Company
2737 W. Commodore Way
Seattle, WA 98199-1233

DEPARTMENT OF
ENVIRONMENTAL
QUALITY

NORTHWEST REGION

Re: Stockpile Management Plan
Time Oil Company Northwest Terminal

Dear Mr. Murphy:

Time Oil Co. has provided a response dated August 2, 1996 to comments previously made by the Department of Environmental Quality (DEQ) Voluntary Cleanup Program (VCP) on the Stockpile Management Plan (SMP) prepared for the Time Oil Co. Northwest Terminal Facility. The SMP was submitted to DEQ on April 19, 1996 and DEQ provided comments in a letter dated June 6, 1996.

The Stockpile Management Plan is approved contingent on the following:

- 1) Finalization of plans and permits for the wastewater treatment unit that will be used to treat and discharge any leachate collected in the leachate sump;
- 2) Incorporation of leachate sump monitoring into the finalized SMP;
- 3) Obtaining a facility stormwater discharge permit.

Please provide DEQ a copy of the final version of the Stockpile Management Plan for our records.

If you have any questions, please call me at (503) 229-6729.

Sincerely,



Karla Urbanowicz
Project Manager
Northwest Region
Voluntary Cleanup Site Assessment Section

John A. Kitzhaber
Governor



2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471
DEQ-1

BZTO104(e)013913

August 19, 1996
Page 2

Cc: Patricia M. Dost - Schwabe Williamson & Wyatt
Leslee Conner - Landau Associates, Inc.
Tom Roick - DEQ NWR VCSAS
Jennifer Sutter - DEQ NWR VCSAS
Barbara Puchy - DEQ NWR Haz Waste
Mike McCann - DEQ WR Eugene

August 22, 1996

Kevin Murphy
Time Oil Company
2737 W. Commodore Way
Seattle, WA 98199-1233

DEPARTMENT OF
ENVIRONMENTAL
QUALITY

NORTHWEST REGION

Re: Revised Drum Removal and
Small Stockpile Relocation Plan
Time Oil Company Northwest Terminal

Dear Mr. Murphy:

The Department of Environmental Quality (DEQ) Voluntary Cleanup Program (VCP) has reviewed the revised plan for drum removal and soil stockpile relocation activities at the Time Oil Co. Northwest Terminal Facility. The revised plan and a response to DEQ's previous 6/26/96 comments were submitted to DEQ on August 2, 1996.

Time Oil and DEQ are finalizing the terms of a Voluntary Cleanup Agreement. It is anticipated that this agreement will be in place prior to initiation of the proposed work, and will allow the addition of material to a larger stockpile for interim storage while Time Oil conducts a site Remedial Investigation and Feasibility Study and develops a disposal plan for the soil stockpile.

DEQ will issue a press release when the Agreement is signed, and will allow Time Oil to comment on a draft of that press release.

Time Oil has responded adequately to previous DEQ comments on the proposed work. The drum removal plan is approved with the following understandings:

1. Data results from preliminary sampling of the drums have not included analyses for pesticides. Based on the information provided about Kopper's formulation activities, it is unlikely that pesticides other than pentachlorophenol will be present in the drum wastes. However, the potential for pesticides such as DDT in soil in the eastern portion of the facility which are unrelated to the Kopper's operation may require further investigation during the Remedial Investigation depending on the information provided about historical activities and uses.

John A. Kitzhaber
Governor



2. Time Oil Co. will provide DEQ with a copy of the contractor's decontamination pad design for review and comment.

2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471
DEQ-1

BZTO104(e)013915

3. Time Oil Co. will provide DEQ with the specifications and a design schematic for the wastewater treatment system for review and comment. DEQ's approval of the drum disposal plan is contingent on Time Oil Co. obtaining permits to discharge wastewater treated for pentachlorophenol, metals, semivolatile, and other contaminants of concern to the City of Portland publicly owned treatment works (POTW). Time Oil Co. will provide DEQ with copies of any permits or agreements under which the treated wastewater will be disposed.
4. Time Oil Co. will provide DEQ with an operational plan for characterizing the waste streams generated during the work activities. DEQ has indicated to Time Oil that the prill material in the small stockpile should retain the F027 waste classification. Time Oil has indicated that the waste material with high metal contents will be segregated based on visual indicators, since the material had a paint-like appearance.
5. Because high levels of metals may impact the future biotreatment of soil, care should be taken to segregate the materials added to the existing large stockpile. Time Oil Co. has indicated that it will do so.
6. Time Oil Co. will decide how to handle wood debris after physical separation from the small soil pile is completed and the volume of material has been determined. Rocks and gravel separated from the small soil pile will be stored in the large soil stockpile management area. If cleaning of wood debris is necessary, Time Oil Co. will develop a plan indicating the testing frequency, sampling and analytical methods, and standards that will be used to determine if debris can be managed as solid waste. This plan will be submitted for DEQ review and approval.
7. Time Oil Co. will provide clarification of the confirmation sampling strategy. Confirmation sampling will include analyses for volatile organic compounds, including chlorinated solvents, in the small soil stockpile area.
8. Time Oil will determine the impacts to groundwater in the drum disposal area during the Remedial Investigation. Monitoring wells will be installed. Time Oil will propose the number and locations for these wells to DEQ for review and approval.
9. DEQ is concerned about construction activities and changes in site use on the eastern portion of the facility that may occur prior to completion of site characterization activities. In particular, the construction of a stormwater drainage system with catch basins in the drum removal area, as outlined in Time Oil Co.'s NPDES permit application, could potentially generate hazardous waste or transport hazardous waste (i.e., soil, sediment, or surface water) into the Willamette River. Time Oil Co. has indicated that the site development activities will be integrated into the Remedial Investigation, and that there are no current plans for immediate construction activities in the eastern portion of the facility.

To: Kevin Murphy
August 22, 1996
Page 3

We understand that the drum removal and stockpile relocation are being scheduled for September and would like to be apprised of the daily schedule of activities so that we can observe the work. If you have any questions, please call me at (503) 229-6729.

Sincerely,



Karla Urbanowicz
Project Manager
Northwest Region
Voluntary Cleanup Site Assessment Section

Cc: Patricia M. Dost - Schwabe Williamson & Wyatt
Leslee Conner - Landau Associates, Inc.
Tom Roick - DEQ NWR VCSAS
Jennifer Sutter - DEQ NWR VCSAS
Barbara Puchy - DEQ NWR Haz Waste
Mike McCann - DEQ WR Eugene

August 23, 1996

Kevin Murphy
Time Oil Company
2737 W. Commodore Way
Seattle, WA 98199-1233

DEPARTMENT OF
ENVIRONMENTAL
QUALITY

NORTHWEST REGION

Re: RI/FS Work Plan
Time Oil Company Northwest Terminal

Dear Mr. Murphy:

The Department of Environmental Quality (DEQ) Voluntary Cleanup Program (VCP) has reviewed the response to comments, dated August 2, 1996, on the RI/FS Work Plan prepared for the Time Oil Co. Northwest Terminal Facility. DEQ previously commented on the Work Plan in a letter dated June 12, 1996.

DEQ's comments have been addressed. The Work Plan for the Remedial Investigation/Feasibility Study, with changes as noted in the response to DEQ comments, is approved.

It is DEQ's understanding that the RI work will address characterization of soil and groundwater in the eastern area of the facility, although specific locations for soil sampling and monitoring wells have not been proposed in the plans submitted to this date. DEQ is expecting an addendum which will propose locations for well installation and that will be implemented during the Phase II RI work. A similar addendum for soil sampling may also be necessary after conclusion of drum and stockpile removal activities in that area of the site.

Additional submittals which are expected include information about the on-site wastewater treatment system used to treat water pumped from Well M, and plans for management of investigation derived waste.

One clarification is necessary regarding the wells which will be sampled for groundwater quality in quarterly sampling. All wells should be included. If free product is noted in any well, such as well N, P, or Q, that well may be excluded from that round of sampling after consultation with DEQ. It is essential to begin collecting water quality information from the tank farm area, particularly since the presence of free product or high levels of dissolved constituents in proximity to the river may require interim action. In addition, it would be advisable to include well LW5S in the initial screening of groundwater for PCBs.

John A. Kitzhaber
Governor



2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471
DEQ-1

BZTO104(e)013918

August 23, 1996

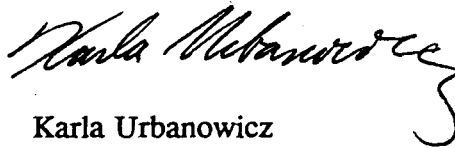
Page 2

Time Oil has indicated that it wishes to retain the use of the term "phase" in the Work Plan. Phase I (soil stockpile) has been given a high priority in the work plan schedule to enable Time Oil to address RCRA compliance issues within a five year time frame. However, the highest environmental priority is to address conditions at the site that may represent a risk to public health and the environment. Information from the soil and groundwater investigation is critical to evaluating that risk, and obtaining that information is a high priority for DEQ.

As a point of information, DEQ is aware of at least one drinking water supply well in the vicinity of the Time Oil site. That well is present at the Bonneville Power Administration St. Johns Substation directly east of the Time Oil facility. DEQ can provide available well log information if necessary.

If you have any questions, please call me at (503) 229-6729. We are looking forward to the initiation of the field investigation scheduled for September. It would be useful if your consultant could provide a daily verbal update of site activities and progress, so that we can arrange field visits and provide any necessary oversight.

Sincerely,



Karla Urbanowicz
Project Manager
Northwest Region
Voluntary Cleanup Site Assessment Section

Cc: Patricia M. Dost - Schwabe Williamson & Wyatt
Leslee Conner - Landau Associates, Inc.
Tom Roick - DEQ NWR VCSAS
Jennifer Sutter - DEQ NWR VCSAS
Barbara Puchy - DEQ NWR Haz Waste

BZTO104(e)013919

WILDMAN, HARROLD, ALLEN & DIXON

225 WEST WACKER DRIVE

CHICAGO, ILLINOIS 60606-1229

(312) 201-2000

FAX: (312) 201-2555

ANTHONY G. HOPP
(312) 201-2537

March 18, 1996

Ms. Patricia M. Dost
Schwabe, Williamson & Wyatt
Pacwest Center, Suite 1600-1800
1211 Southwest 5th Avenue
Portland, OR 97204-3795

Re: Time Oil Company, Northwest Terminal

Dear Patty:

I am writing in response to your letter of March 6, 1996. Once again, your letter references the "historic practice" of equally sharing costs between Time Oil and Koppers (now known as Beazer East, Inc.). Attached please find a copy of William Giarla's letter to Terrill Henderson dated December 21, 1988. This letter accurately describes Beazer's understanding of the arrangement between the parties. That is, Beazer does not believe that it is contractually obligated to pay one-half of Time Oil's ongoing costs.

Please understand that it is not Beazer's intention to be intransigent in this matter. Beazer fully appreciates the fact that Time Oil will eventually seek to allocate a portion of Time Oil's costs to Beazer. Beazer believes that it would be more appropriate to address this issue after a remedial alternative has been selected, and the total costs relating to the site can be better estimated. In the interim, Beazer will continue to offer its advice and assistance, pursuant to the agreement between Beazer and Time Oil, for the purpose of selecting an appropriate, cost-effective remedy.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON



Anthony G. Hopp

AGH:kma
Attachment

BZTO104(e)013920

KOPPERS

December 21, 1988

Terrill Henderson, Esq.
Time Oil Company
2737 West Commodore Way
P.O. Box 24447
Terminal Station
Seattle, Washington 98124-0047

Re: Northwest Terminal

Dear Mr. Henderson:

This will confirm our conversation of last week in which I informed you that Koppers Company has reviewed your letter of September 19, 1988 and decided how to proceed with respect to the proposal you described.

In our past conversations and your letter of September 19, 1988 you indicated that on January 23, 1986 Koppers agreed to pay one-half of the costs for the cleanup and related work on the above property. After our conversation we reviewed our files, both in the Law Department and in our environmental subsidiary, in an effort to confirm that statement.

We were unable to find anything indicating an agreement as broad as the agreement you describe. We did, however, find a letter dated February 19, 1986 from Robert D. Abendroth of Time Oil which indicated that Koppers and Time had reached a more limited agreement. Mr. Abendroth's letter states:

"During our January 23, 1986 meeting at your offices in Pittsburgh, you mentioned that Koppers would agree to pay one-half the cleanup costs incurred/committed to date and that further coordination between Koppers and Time would be appropriate for future commitments. Time concurs with this approach."

December 21, 1988
Terrill Henderson, Esq.
2.

Mr. Abendroth's letter convincingly evidences Time's understanding of this more limited agreement between Koppers and Time, and nothing in our file indicates that any Koppers' personnel took exception to Mr. Abendroth's characterization of the agreement.

It seems clear, then, that Koppers did not make a blanket agreement to share all costs of cleanup for the site. The agreement between Koppers and Time was that Koppers would share equally the cost of cleanup and related work which Time incurred or to which Time committed by February 19, 1986. Commitments for additional cost sharing were clearly deferred pending "further coordination" between Koppers and Time.

In light of this agreement to share past costs, Koppers will reimburse Time Oil for one-half of the investigation and cleanup costs referenced in your letter of September 19, 1988. I have requested that a check be issued to Time in the amount of \$59,185.55.

With respect to the future costs, the same turnover in personnel which required first hand research into the details of any agreement between our companies now requires an explanation of why Koppers should agree to pay one-half of all the cleanup costs for the Northwest Terminal site. As I told you in our conversation, the current Koppers' management personnel responsible for such costs would like to meet with Time Oil personnel in order to hear Time Oil's views on this subject, and to discuss the issue generally. I will contact you following our next Environmental Claim Review Meeting in order to schedule a meeting between our companies to discuss "future commitments".

Several weeks ago I received a copy of a letter from Mr. Abendroth to Koppers Company's President, Frederick Moore. Mr. Abendroth stated that Koppers Company appeared to be ignoring Time's communications during the last year. Much has happened here at Koppers Company in the last year, including a lengthy takeover battle, a subsequent merger, a divestiture of business units representing almost one-half of the company, and reductions in staff. The level of activity and the turnover in personnel have made communications difficult. My expectation is that future events here at Koppers Company will allow for smoother communications.

December 21, 198.
Terrill Henderson, Esq.
3.

(Ironically, Mr. Abendroth's letter also asserted that Koppers had entered into a blanket cost sharing agreement, an assertion contradicted by Mr. Abendroth's February 19, 1988 letter.) -

Please feel free to call me if you have any questions or comments concerning the above.

Very truly yours,

William F. Giarla

William F. Giarla
412-227-2635

WFG:km

cc: R. Abendroth

A. Moore

**SCHWABE
WILLIAMSON
& WYATT**
P.C.
ATTORNEYS AT LAW

PACWEST CENTER, SUITES 1600-1800
1211 SOUTHWEST FIFTH AVENUE • PORTLAND, OREGON 97204-3795
TELEPHONE: 503 222-9981 • FAX: 503 796-2900 • TELEX: 650-686-1360

PATRICIA M. DOST

March 6, 1996

**VIA FACSIMILE AND
FIRST CLASS MAIL**

Mr. Anthony G. Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

Re: Time Oil Co. Northwest Terminal

Dear Tony:


During our conference call yesterday, you expressed some uncertainty as to whether Time Oil and Koppers had in the past agreed to share equally the costs of cleaning up the pentachlorophenol-formulating area at the Northwest Terminal. For your information, I am enclosing documents reflecting that agreement and showing that Koppers has, in fact, paid half of past costs.

The facts of Koppers' involvement at the Northwest Terminal from the mid-1960s to the early 1980s have not changed. The law concerning the liability of a person who arranges for chemical formulation at another site has not changed. See, Jones-Hamilton Company v. Beazer Materials and Services, Inc., 973 F2d 688 (1992). The parties' written agreement continues to provide that Time Oil "shall not be liable for actual losses resulting from normal spillage" and that "disposal of waste shall be for [Koppers'] account."

Tony, my intention in pointing these facts out to you is not to start an argument over the enforceability of Koppers' earlier agreement to pay half of necessary remedial action costs. Rather, I hope to persuade you of the reasonableness of continuing on an interim basis the parties' historic practice of equally sharing the costs.

I look forward to talking with you soon.

Very truly yours,


Patricia M. Dost

PMD:rc

Enclosures

cc: Mr. Richard Gordon
Mr. Kevin Murphy

PORTLAND SEATTLE VANCOUVER WASHINGTON
OREGON • WASHINGTON • WASHINGTON • DISTRICT OF COLUMBIA
503 222-9981 206 622-1711 360 694-7551 202 624-8901

(17/89360/82295/PMD/109720.1)

BZTO104(e)013924

WILDMAN, HARROLD, ALLEN & DIXON

225 WEST WACKER DRIVE

CHICAGO, ILLINOIS 60606-1229

(312) 201-2000

FAX: (312) 201-2555

ANTHONY G. HOPP
(312) 201-2537

February 28, 1996

VIA FEDERAL EXPRESS

Ms. Patricia M. Dost
Schwabe, Williamson & Wyatt
Pacwest Center, Suite 1600-1800
1211 Southwest 5th Avenue
Portland, OR 97204-3795

Re: Time Oil Company, Northwest Terminal

Dear Patty:

In response to your letter of February 5, 1996, enclosed please find documents relating to WR 340 Concentrate and Ketone Mixture. Of course, these documents are subject to the confidentiality provisions contained in the agreement between Time Oil and Beazer dated September, 1995.

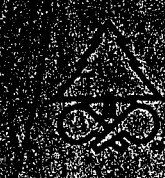
Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON



Anthony G. Hopp

AGH:kma
Enclosures



WOOD TREATING CHEMICALS DEPT.

KOPPERS COMPANY, INC.

391 SOUTHWEST AVENUE ST. LOUIS, MISSOURI 63102

CONFIDENTIAL FORMULA RECORD

Product: WR 340 Concentrate Lab Book No. Date: April 30

Made for: Time - Portland Chemist: G. B. Miller

POUNDS	GALLONS	MATERIAL	POUNDS REQ'D	GALLONS REQ'D	Original
7.66	.755	Paraffin Wax (125-1100)	7.5	.7000	.02100
94.34	12.851	Emulman KB-3	7.34	.633	.15457
100.0	13.608		7.349		.177071

DILUTION: ONE TO DILUENT: (See Page 2)

REMARKS: Blending Procedure for 1000 gallons batch

1. Meter 943 1/2 gallon KB-3 into mixer
2. Heat and circulate until 160°F
3. Add 424 lbs. Wax and circulate until dissolved.
4. Do not allow temperature to drop below 110°F until packaging completed.

Package 408 lbs. net per 55 gal. drum

<u>Cost (Per lbs)</u>	
55 gal. drum	
RMC	.177071
Blend	.005578
Dr. Labor	.009293
Container	.05098
Overhead	.025880
	.268802

DISTRIBUTION: Sales Dept. Tech. Svc. Plant Mgr. Plant Office Mgr.
Purch. Safe File Lab Group Other

KOPPERSChemicals
and Coatings**MATERIAL SAFETY DATA SHEET**

(Approved by U.S. Department of Labor "Essentially Similar" to Form LSB-005-4)

WHILE THE INFORMATION AND RECOMMENDATIONS SET
FORTH HEREIN ARE BELIEVED TO BE ACCURATE AS OF THE
DATE HEREOF, KOPPERS COMPANY MAKES NO WARRANTY
WITH RESPECT THERETO AND DISCLAIMS ALL LIABILITY
FROM RELIANCE THEREON.

Specialty Wood Chemicals

DATE OF PREP.

June 3, 1977

Section I – PRODUCT IDENTIFICATION

MANUFACTURER'S NAME

Koppers Company, Inc., Wood Treating Chemicals Dept.

EMERGENCY TELEPHONE NO.

314/772-2200

STREET ADDRESS

5137 Southwest Avenue

CITY, STATE, AND ZIP CODE

St. Louis, Missouri 63110

MANUFACTURER'S CODE IDENTIFICATION

PRODUCT CLASS

Water Repellent

TRADE NAME

WR 340 CONCENTRATE

Section II – HAZARDOUS INGREDIENTS

INGREDIENT	PERCENT	TLV		REMARKS
		PPM	mg/m ³	
Ketone Mixture	95	200	700	These are suggested levels only

Section III – PHYSICAL DATA

BOILING RANGE 760 mm Hg	216°F	FREEZING POINT	
PERCENT VOLATILE BY VOLUME	95%	VAPOR PRESSURE AT 20°C	
SPECIFIC GRAVITY (H ₂ O = 1)		EVAPORATION RATE (BUTYL ACETATE = 1)	Slower than ether
VAPOR DENSITY		SOLUBLE IN WATER - % WT.	< 5%
APPEARANCE AND ODOR			

Section IV – FIRE AND EXPLOSION HAZARD DATA

FLASH POINT (METHOD USED)	185°F PMCC	FLAMMABLE LIMITS	Lower: 15,000 ppm	LeI	UeI
EXTINGUISHING MEDIA	Dry Chemical, CO ₂ , Alcohol foam				

UNUSUAL FIRE AND EXPLOSION HAZARDS

None

SPECIAL FIRE FIGHTING PROCEDURES

Self-contained breathing apparatus with a full facepiece operated in the pressure demand
(positive pressure) mode.

261

BZTO104(e)013927

MATERIAL SAFETY DATA SHEET

Section V — HEALTH HAZARD DATA

THRESHOLD LIMIT VALUE
See Section II

EFFECTS OF OVEREXPOSURE

Applies to product as is or in solution: sneezing, coughing, irritation of nose, throat, eyes respiratory difficulty. This product is a metabolic stimulant, causes hyperthermia.

EMERGENCY AND FIRST AID PROCEDURES

Applies to product as is and in solution: in case of inhalation, remove to fresh air. In case of eye contact, flush with water for at least 15 minutes. Wash off skin immediately. If swallowed, induce vomiting by sticking finger down throat or giving mustard, soapy or strong salty water. Repeat until vomit is clear. Get medical attention.

Section VI — REACTIVITY DATA

STABILITY (Check One)	<input type="checkbox"/> UNSTABLE	CONDITIONS TO AVOID Keep contents and freshly treated articles away from food and living plants.
	<input checked="" type="checkbox"/> STABLE	

INCOMPATIBILITY (materials to avoid)

HAZARDOUS DECOMPOSITION PRODUCTS

CO, CO₂, HCL, phenolics

HAZARDOUS
POLYMERIZATION
(Check One)

☐ MAY OCCUR
☒ WILL NOT OCCUR

CONDITIONS TO AVOID

Section VII — SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Avoid contact. Avoid breathing dust (or vapor in solution). Use protective measures outlined in VIII below. Solid material may be picked up with a shovel and either returned to container or placed in special container for disposal. Absorb liquid spills.

WASTE DISPOSAL METHOD

Disposal must be carried out in accordance with local, state and federal regulations. Sodium pentachlorophenate is toxic to fish. Use either approved landfill or high temperature incineration. (Do not incinerate closed containers). Do not dispose near water drainage to streams or other bodies of water.

Section VIII — SPECIAL PROTECTION INFORMATION

RESPIRATORY PROTECTION (specify type)

USBM approved Organic Vapor and Particulate-Matter Masks (BE) (normally not needed for dip operations.)

VENTILATION	LOCAL EXHAUST To control vapors or dust below TLV concentration in Sec. II	SPECIAL
	MECHANICAL (general)	OTHER

PROTECTIVE GLOVES Rubber gloves for mixing and handling freshly treated wood

EYE PROTECTION
Chemical goggles

OTHER PROTECTIVE EQUIPMENT

Rubber shoes or boots, coveralls and/or rubber apron while mixing or handling freshly treated wood

Section IX — SPECIAL PRECAUTIONS

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING

Store in close, properly labeled containers. Avoid prolonged and/or repeated breathing of mist or vapors when in solution. Avoid breathing dust. Avoid contact with skin. Wear approved goggles when mixing or handling solution. Do not atomize. Use only in well ventilated area.

OTHER PRECAUTIONS

Do not take internally. Wash contaminated clothing before reusing. Discard contaminated clothes. Approved (USBM) respirators can be used if oxygen level is above 16% and vapor concentration below 2%, otherwise use self-contained units.

PATRICIA M. DOST

February 13, 1996

Mr. Anthony G. Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

Re: Koppers

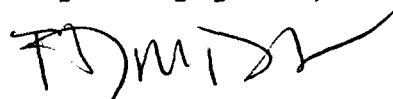
Dear Tony:

Thank you for your call yesterday. I am forwarding to you our latest submission to the Oregon DEQ, a conceptual work plan for a remedial investigation at the Northwest Terminal. We are awaiting DEQ's comments on the plan.

Please give me a call at your earliest convenience to schedule a conference call with our clients. I am starting a two to three-week trial out of town on March 4, and I would very much like to accomplish the call before I leave town.

Thank you for your courtesies in this matter. I look forward to talking with you soon.

Very truly yours,



Patricia M. Dost

PMD:rc

Enclosure

cc: Kevin Murphy
Rick Gordon

**SCHWABE
WILLIAMSON
& WYATT**
P.C.
ATTORNEYS AT LAW

PACWEST CENTER, SUITES 1600-1800

1211 SOUTHWEST FIFTH AVENUE • PORTLAND, OREGON 97204-3795

TELEPHONE: 503 222-9981 • FAX: 503 796-2900 • TELEX: 650-686-1360

PATRICIA M. DOST

February 5, 1996

Mr. Anthony G. Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

Re: Time Oil Northwest Terminal

Dear Tony:

In late November, I wrote to you suggesting a conference call with our clients. I hope that the fact that we have had no response from you means only that you have been busy. We remain anxious to confer with you and your client at your earliest convenience.

In the meantime, Time Oil would very much appreciate it if Beazer would provide it any available technical information on a number of proprietary chemicals used in the formulation of Koppers' products at the Northwest Terminal. We have virtually no information about the following:

1. Nalco 6SJ743 (polyester)
2. Eastman Kodak Solvent KB3
3. Eastman Kodak Solvent B11
4. Monsanto oxo-alcohol High Boilers
5. Charter International Oil Company Espesol 310-66 (short-range mineral spirits)
6. Koppers WR340 Concentrate
7. Koppers Petroset II (specific gravity 1.03)
8. Stoddard Solvent

Mr. Tony Hopp
February 5, 1996
Page 2

Thank you very much for your assistance in this matter.
I look forward to talking with you and your client soon.

Very truly yours,



Patricia M. Dost

PMD:rc

cc: Rick Gordon
Kevin Murphy

OCT 05 1995

WILDMAN, HARROLD, ALLEN & DIXON

225 WEST WACKER DRIVE

CHICAGO, ILLINOIS 60606-1229

(312) 201-2000

FAX: (312) 201-2555

ANTHONY G. HOPP
(312) 201-2537

October 2, 1995

Ms. Patricia M. Dost
Schwabe, Williamson & Wyatt
Pacwest Center, Suite 1600-1800
1211 Southwest 5th Avenue
Portland, OR 97204-3795

Re: Time Oil Company, Northwest Terminal
Portland, Oregon

Dear Patty:

I have recently received a fully executed copy of the Agreement between Time Oil and Beazer. While Jane Patarcity stands ready to assist Time Oil, her schedule is often quite full. Please provide me with as much advance notice as possible, therefore, before you require Ms. Patarcity's assistance.

Last time we spoke, we discussed scheduling an initial telephone conference call so that Jane could be brought up to speed regarding the status of the site. Please let me know when you would like to schedule such a call. In addition, it would be helpful if Jane and I could review any recent documents relating to the site. I would particularly appreciate receiving copies of any correspondence between the DEQ and your office or Time Oil within the last year.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON



Anthony G. Hopp

AGH:kma

cc: Jill M. Blundon
Jane Patarcity ✓
Robert L. Shuftan

SEATTLE
TACOMA
PORTLAND
STOCKTON
RENO
RICHMOND
LOS ANGELES



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TIME OIL CO.

PHONE 285-2400
CABLE ADDRESS: TIMOIL
(FAX) 206-283-8036

2737 WEST COMMODORE WAY
P.O. BOX 24447

SEATTLE, WA 98199-1233
SEATTLE, WA 98124-0447

September 27, 1995

Mr. Anthony G. Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

Re: Time Oil Co./Northwest Terminal

Dear Mr. Hopp:

Per your letter of September 18, 1995, enclosed please find one (1) executed original Agreement between Time Oil Co. and Beazer East, Inc., related to the investigation of Time Oil Co.'s Northwest Terminal.

Thank you for your attention to this matter.

Very truly yours,

TIME OIL CO.

Richard Gordon
Corporate Counsel

RG:mw

Enclosure

cc: Patricia M. Dost (w/encl.)

WILDMAN, HARROLD, ALLEN & DIXON

225 WEST WACKER DRIVE

CHICAGO, ILLINOIS 60606-1229

(312) 201-2000

FAX: (312) 201-2555

ANTHONY G. HOPP
(312) 201-2537

September 18, 1995

VIA FEDERAL EXPRESS

Mr. Richard Gordon
Time Oil Company
2737 West Commodore Way
Seattle, WA 98199

Re: Time Oil/Northwest Terminal

Dear Mr. Gordon:

At the request of Patricia Dost, of Schwabe, Williamson & Wyatt, I am enclosing two executed original Agreements between Time Oil Company and Beazer East, Inc. related to the investigation of Time Oil's Northwest Terminal. Please execute at least one of these Agreements, and return it to me at your earliest convenience.

Thank you for your prompt attention to this matter.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON



Anthony G. Hopp

AGH:kma
Enclosures
cc: Patricia M. Dost

bcc: Jill M. Blundon
Jane Patarcity

This Agreement ("Agreement") is entered into by Time Oil Company ("Time Oil") and Beazer East, Inc., formerly known as Beazer Materials and Services, Inc. and Koppers Company, Inc. (collectively "Beazer") as of _____, 1995.

RECITALS

1. Time Oil owns and operates a facility located at 10350 N. Time Oil Road, Portland, Oregon (the "Northwest Terminal").

2. Pentachlorophenol-formulating operations were formerly conducted at a portion (the "Mixing Area") of the Northwest Terminal under a contract between Time Oil and Beazer.

3. The Oregon Department of Environmental Quality ("DEQ") has requested that Time Oil investigate whether and to what extent the pentachlorophenol-formulating operations may have impacted soil or ground water at the Northwest Terminal.

4. Time Oil and Beazer anticipate that the DEQ may require that Time Oil or Beazer take action to remedy or otherwise mitigate any impact on the Northwest Terminal caused by the pentachlorophenol-formulating operations.

5. Time Oil and Beazer desire to cooperate in completing the investigation of the Northwest Terminal and, if necessary, in negotiating with DEQ the scope, extent and description of any necessary remedial action. Time Oil and Beazer do not intend by this Agreement to assign, apportion or allocate any liability for investigation costs, negotiation costs or costs to perform any necessary remedial action. This Agreement is not an accord and satisfaction.

AGREEMENT

Time Oil and Beazer agree as follows:

1. Definitions. Terms used in this Agreement have the following meanings:

a. "The Mixing Area" means that area of the Northwest Terminal where pentachlorophenol-formulating and associated operations were formerly conducted and where mixed formulations were stored or loaded for shipment.

b. "Investigation" means investigation or investigations required by DEQ or undertaken pursuant to DEQ's voluntary clean-up program into the nature and extent of impact on the Mixing Area. "Investigation" includes studies to assess site conditions and evaluate alternatives to the extent necessary to select a remedy.

c. "Remedial Action" means those actions required by DEQ or undertaken pursuant to DEQ's voluntary clean-up program to clean up, remove or remediate the release or threatened release of a hazardous substance, including actions to monitor, assess or evaluate the release or threat of release of a hazardous substance and actions taken to prevent, minimize or mitigate damage or risk, if any, to health, welfare or the environment.

d. "Hazardous Substance" means any substance defined as "hazardous" or "toxic" under any applicable federal, state or local law, regulation, rule, ordinance or order pertaining to the protection of human health, welfare or the environment, including, but not limited to, the federal

Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. ("CERCLA"), and the Oregon Hazardous Substance Removal and Remedial Action Statute, ORS 465.200 et seq. (the "Oregon Statute").

2. Beazer Technical Assistance. Beazer agrees to provide technical assistance, as further defined in Subparagraphs 2a, 2b and 2d of this Agreement, to Time Oil in investigating the nature and extent of any impact on the Mixing Area and, if necessary, in negotiating the scope, extent and description of any Remedial Action.

a. Beazer shall provide to Time Oil the services of Jane Patarcity, a Beazer employee, or another Beazer employee similarly situated ("Patarcity") as well as the services of any assistants or consultants selected by Patarcity ("Others"), for the purpose of providing to Time Oil information and advice related to the Investigation and, if necessary, information and advice relating to negotiations with the DEQ concerning the scope, extent and description of any Remedial Action.

b. Time Oil agrees and represents that it has retained a consultant to assist Time Oil in completing the Investigation. Time Oil agrees that, at its option, it will continue to retain and employ a consulting firm to assist Time Oil in completing the Investigation and performing any necessary Remedial Action, but that in no event shall this Agreement entitle Time Oil to professional consulting or engineering services from Beazer. This Agreement does not obligate Beazer to pay any portion of any consulting fees incurred by Time Oil;

however, nothing in this subparagraph or this Agreement shall be construed as a waiver or release by Time Oil of any claim against Beazer for such fees.

c. Beazer agrees that it shall provide the services of Patarcity and Others to Time Oil on an as-needed basis, and it will endeavor to make Patarcity or Others available to Time Oil, on reasonable notice, for consultation; provided, however, that should Time Oil request that Patarcity travel outside of Pittsburgh, Pennsylvania, Time Oil will provide Beazer and Patarcity or Others with at least seven (7) business days' advance notice.

d. Beazer agrees that it will pay all expenses incurred by Patarcity and Others in connection with any services to be performed by Patarcity and Others pursuant to this Agreement.

e. As further set forth in paragraph 7 of this Agreement, in entering into this Agreement, Beazer does not waive its right to seek to recover from Time Oil all costs, fees and expenses incurred by Beazer in connection with this Agreement. Time Oil does not waive its right to seek to recover from Beazer all costs, fees and expenses incurred by Time Oil in connection with Remedial Action at the Northwest Terminal.

3. Time Oil Information. Time Oil agrees to provide Beazer with Confidential Information necessary for Beazer to provide technical assistance in the Investigation or Remedial Action.

a. Time Oil will not furnish Beazer with any information Time Oil knows to be inaccurate. Time Oil does not vouch for the accuracy or completeness of any information generated, collected or assembled by any entity including Time Oil and its employees, agents and representatives.

b. The term "Confidential Information" shall mean and include any and all data, field notes, investigative notes, drawings, tests, photographs, records, analyses, calculations, summaries, reports, recommendations and conclusions, as well as any work product developed, generated, produced, received and collected by Time Oil or its agents, contractors, subcontractors or attorneys. All Confidential Information is and shall remain the property of Time Oil, whether in its possession or otherwise, unless Time Oil agrees in writing to waive such right. All Confidential Information shall be delivered to Time Oil upon request.

c. The term "Confidential Information" does not include information that (1) Time Oil makes or has made generally available to the public; (2) Beazer receives other than from Time Oil, its agents, employees, contractors, subcontractors or attorneys and otherwise than in breach of a duty or confidence; or (3) Beazer has received from Time Oil prior to the date of execution of this Agreement.

d. Except as expressly provided herein, Beazer shall not, without the previous written consent of Time Oil, use, publish, or disclose to any other person any Confidential Information. Beazer may disclose Confidential Information when

required to comply with a valid order of a governmental entity or a court of competent jurisdiction. Beazer and Time Oil agree that all information developed by Time Oil and/or Beazer in connection with Investigation or Remedial Action at the Mixing Area is generated in preparation of a joint defense and in anticipation of litigation against the State of Oregon or other third parties. However, nothing in this Agreement shall be construed as protecting from discovery or admission into evidence otherwise unprotected material in any future litigation between Time Oil and Beazer.

e. Beazer agrees that breach of this paragraph 3 may cause irreparable harm which may not be adequately remedied by money damages. Accordingly, Beazer and Time Oil stipulate that in the event of any breach or a threatened breach, Time Oil may have equitable relief, without bond, including a temporary restraining order and preliminary injunction, barring further prohibited conduct. Such equitable relief shall be in addition to any other remedies which Time Oil may have under this contract, at law or in equity.

4. Beazer Liability. Beazer denies any obligation to pay any losses, damages, attorneys fees, costs or expenses incurred or to be incurred by Time Oil. This Agreement shall not be treated as an admission of liability or responsibility by Beazer at any time for any purpose, such liability having been and continuing to be expressly denied by Beazer. Nothing in this Agreement shall be construed as giving rise to liability for

Beazer under CERCLA, the Oregon Statute, or any other state or federal statute or regulation.

5. Time Oil agrees to defend, hold harmless and indemnify Beazer and its parents, subsidiaries, affiliated companies, successors and assigns, their employees, agents, consultants, attorneys, officers and directors from all fines, penalties or damages arising out of or in any way related to the following: Time Oil's failure to timely comply with any DEQ order, except to the extent that violation of any DEQ order results from Beazer's negligence or willful misconduct.

6. Removal of Material. Time Oil agrees that it will not remove soil, ground water or any other pentachlorophenol-contaminated material generated in the Investigation or any Remedial Action at the Northwest Terminal except pursuant to an order from the DEQ or with the DEQ's express consent or approval.

7. No Waiver, Exceptions. This Agreement does not constitute an accord and satisfaction either in whole or in part. In entering into this Agreement, neither Beazer nor Time Oil waives or releases any claims, counterclaims, cross claims, affirmative defenses, actions, or causes of actions it has or may have in any future litigation or administrative proceeding, other than the following:

a. Beazer and Time Oil agree that the period of time beginning with the date of execution of this Agreement and ending with the date of termination of the Agreement as provided in Paragraph 8 will not be included in the application of any

statute of limitations to any future litigation between Beazer and Time Oil.

b. Beazer waives any affirmative defense, claim, counterclaim, crossclaim, action or cause of action based upon Time Oil's failure to comply or substantially comply with any provision of the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. part 300 et seq., ("NCP") in performing any future Investigation or Remedial Action at the Mixing Area, unless Beazer makes specific written objection within ten (10) business days after receipt of written notice from Time Oil that it intends to commence the objectionable item of Investigation or Remedial Action. This Subparagraph does not apply to, and Beazer does not waive, any affirmative defense related to or based on any failure by Time Oil to comply or substantially comply with the NCP in performing any Investigation or Remedial Action commenced or completed prior to the date of execution of this Agreement, or after the termination of this Agreement, except to the extent that Beazer expressly agreed with the Investigation or Remedial Action.

8. Termination. Either party may terminate this Agreement at any time upon ten (10) days' prior written notice to the other party. Termination under this provision shall in no way affect Beazer's obligation to maintain the confidentiality of Time Oil's Confidential Information or Time Oil's indemnity obligations under this Agreement as set forth in paragraph 5. In the event of termination, Beazer shall be entitled to claim any defense, claim, counterclaim, crossclaim, cause of action or

action based upon Time Oil's failure to comply or substantially comply with the NCP with respect to any Investigation or Remedial Action occurring after the date of termination and as provided in Paragraph 6(b).

9. Duplicate Originals. This Agreement is executed in duplicate originals.

10. No Third Party Beneficiaries. This Agreement is entered into for the express benefit of Time Oil and Beazer and is not intended and shall not be deemed to create any rights or interests whatsoever in any other person, including without limitation, any right to enforce the terms hereof.

11. Severability. Each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable under applicable law, but if any provision hereof shall be or become prohibited or invalid under any applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity, without thereby invalidating the remainder of that provision or any other provision hereof.

12. Governing Law. This Agreement shall be governed by and considered in accordance with the laws of the State of Oregon.

13. Integration. This Agreement constitutes the entire agreement by and among all of the parties hereto and integrates and supersedes all prior understandings or agreements with respect to the subject matter.

14. Modification. This Agreement may not be altered, amended, modified or otherwise changed except by writing, duly

executed by authorized representatives of Beazer and Time Oil. The parties agree to confer about the provisions of this Agreement, and specifically about Paragraphs 1b, 1c and 6 of this Agreement, should the opportunity arise for Time Oil to perform any necessary Investigation or Remedial Action at the Northwest Terminal independent of DEQ oversight.

15. Notices. Notices required or permitted to be given under the Agreement shall be sent via first class mail to the following addresses:

For Time Oil: Richard Gordon
Time Oil Company
2737 W. Commodore Way
Seattle, Washington 98199

With copy to: Patricia Dost
Schwabe, Williamson & Wyatt
1211 S.W. Fifth Avenue - Suite 1700
Portland, Oregon 97204-3795

For Beazer: Jill Blundon
Beazer East Inc.
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

With copy to: Anthony Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

16. Warranty of Representation. Each party executing this Agreement represents that it has been represented by counsel of its own choosing regarding the preparation and negotiation of this Agreement and all the matters set forth herein and that each of them has read this Agreement and is fully aware of the contents thereof and its legal effect.

17. Arbitration.

a. All disputes arising under this Agreement shall be submitted to arbitration. If a dispute arises, the party desiring arbitration shall give written notice to the other party and in such notice shall appoint a disinterested person of recognized competence in the field involved as the arbitrator on its behalf. Within five (5) business days thereafter, the other party by written notice may appoint a second disinterested person of recognized competence in such field as the arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence in such field, and such three arbitrators shall as promptly as possible, but not later than ten (10) business days later, determine such matter; provided, however, if the second arbitrator shall not have been appointed as described above, the first arbitrator shall proceed to determine the matter as the sole arbitrator.

b. The determination of the majority of the arbitrators, or the sole arbitrator, as the case may be, shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrators or the sole arbitrator, as the case may be, shall

give written notice to the parties stating the determination, and shall furnish to each party a signed copy of such determination.

TIME OIL COMPANY

BEAZER EAST INC.,
fka BEAZER MATERIALS AND
SERVICES, INC. and KOPPERS
COMPANY INC.

By: _____
Title: _____
Date: _____

By: Joel M. Plunk
Title: Vice President
Date: 9-13-95



PACWEST CENTER, SUITES 1600-1800

1211 SOUTHWEST FIFTH AVENUE ■ PORTLAND, OREGON 97204-3795

TELEPHONE: 503 222-9981 ■ FAX: 503 796-2900 ■ TELEX: 650-686-1360

PATRICIA M. DOST

September 5, 1995

Mr. Anthony G. Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

Re: Time Oil Company, Northwest Terminal

Dear Tony:

As you requested, I am enclosing a revised red-lined version of the Agreement, together with two originals. Thank you for your continued cooperation in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'PMD', is written over the typed name.

Patricia M. Dost

PMD:rc

cc: Richard Gordon (w/enc.)
Kevin Murphy (w/enc.)

ANTHONY G. HOPP
WILDMAN, HARROLD, ALLEN & DIXON
225 W. Wacker Drive
Chicago, Illinois 60606-1229
Direct Dial: 312-201-2537
Direct Fax Line: 312-201-0158

FACSIMILE

August 30, 1995

THIS COMMUNICATION IS INTENDED TO BE CONFIDENTIAL TO THE PERSON TO WHOM IT IS ADDRESSED, AND IT IS SUBJECT TO COPYRIGHT PROTECTION. IF YOU ARE NOT THE INTENDED RECIPIENT OR THE AGENT OF THE INTENDED RECIPIENT OR IF YOU ARE UNABLE TO DELIVER THIS COMMUNICATION TO THE INTENDED RECIPIENT, PLEASE DO NOT READ, COPY OR USE THIS COMMUNICATION OR SHOW IT TO ANY OTHER PERSON, BUT RETURN THE ORIGINAL MESSAGE TO THE ABOVE ADDRESS AND NOTIFY RITA NIELSEN AT 312-201-2783.

TO: Ms. Patricia M. Dost
(503) 796-2900

Number of Pages (Including Cover Page):
4

Client Number: K7528.097

IF YOU DO NOT RECEIVE ALL TRANSMITTED PAGES, PLEASE CALL RITA NIELSEN AT 312-201-2783

NOTES:

**SCHWABE
WILLIAMSON
& WYATT**
P.C.
ATTORNEYS AT LAW

PACWEST CENTER, SUITES 1600-1800
1211 SOUTHWEST FIFTH AVENUE ■ PORTLAND, OREGON 97204-3795
TELEPHONE: 503 222-9981 ■ FAX: 503 796-2900 ■ TELEX: 650-686-1360

PATRICIA M. DOST

August 23, 1995

Mr. Tony Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

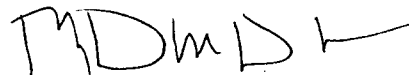
Re: Time Oil Company, Northwest Terminal
Portland, Oregon

Dear Tony:

Enclosed please find a redlined draft of the Agreement we have been negotiating, which reflects the changes that you and I discussed. An optimist by nature, I am sending you duplicate, final originals. If these final adjustments are acceptable to you and your client, please have your client execute and return both copies to me. I will then return one fully executed original to you.

Thank you for your professional courtesies in this matter. If you have any questions, please do not hesitate to call.

Very truly yours,



Patricia M. Dost

PMD:rc

Enclosures

cc: Mr. Rick Gordon
Mr. Kevin Murphy

TIME OIL CO.

2737 West Commodore Way
Seattle, WA 98199-1233

Phone: (206) 285-2400

ENVIRONMENTAL SERVICES

TELEPHONE: (206) 286-6443

FAX #: (206) 285-7833

CONFIRMATION: (206) 286-6443

FACSIMILE TRANSMITTAL

FROM: Kevin Murphy

TO: Jane Patarcity

COMPANY: Beazer East, Inc.

DATE: August 7, 1996

ADDRESS: 436 Seventh Avenue

NO. OF PAGES INCLUDING COVER 3

CITY/ST: Pittsburgh, PA 15219

RECEIVING FAX # (412) 227-2950

Ms. Patarcity:

Per our telephone conversation yesterday, I've put my questions to paper. We anticipate beginning some of this field work in early September, so if any information is available, please pass it along ASAP.

One of the first steps in our RI will be to determine the chemical nature of the contaminants in the soils and groundwater. We have copies of several of the MSDS sheets for the Koppers products formulated at the site (list attached for your reference). These sheets provide little insight into the actual chemical nature of the various components of the Koppers formulations. We hope that you can provide chemical or analytical descriptions of the formulations and chemicals listed below and on the attached sheets, also provide the purpose of the chemicals in the mixtures which may give us an indication of how they may react or behave in the environment. Our desire is to be thorough in our investigation, but limit the cost of the full spectrum of chemical analyses that may be necessary to identify or eliminate specific chemical categories. I would appreciate any analytical information or reports generated for other wood treating or product formulation sites that Koppers/Woodtreating/Beazer has investigated. This information will help us to focus our investigation and reduce overall costs. The chemicals which we have identified in mixture records are as follows:

- | | |
|---------------------------------|--------------------------|
| 1. KB-3 Solvent (Eastman Kodak) | mixed aliphatic ketones |
| 2. B-11 Solvent (Eastman Kodak) | |
| 3. WK-60 Solvent | Aliphatic Ketones |
| 4. OXO Bottoms | Heavy alcohol boilers |
| 5. Nalco 6RJ-947 and 6SJ-743 | polyester |
| 6. HiTec E315 | |
| 7. 325 Solvent (Chevron) | naphthenes and paraffins |
| 8. Espesol 310-66 | |

I'm intrigued about your comments regarding the inability to treat the PCP impacted media or tendency to contain without treatment at the Feather River site in Oroville. I would like to review your treatability test reports and share them with our bioremediation specialists. This information could certainly have a significant impact on the direction of our first phase of work which is the chemical evaluation of the stockpiled soils, preparations for treatability studies and evaluation of treatment and disposal methods for the soil and other media. I would appreciate the chance to speak directly with Mike Tischuk. Would you please provide his phone number. Thanks for your assistance and I look forward to meeting with you some time in September (after the 11th appears to be clear on my calendar).

Sincerely,

Kevin Murphy



m:\doc\m\m\m\beazer\be.doc

Wood Treating Chemicals



A complete line of high
quality wood preservative
chemicals for:

Lumber Industry

Industrial Products

Utility Industry

**Commercial Wood
Preserving Industry**

KOPPERS

Lumber Industry Chemicals

End Coatings

End Sealer. A fast-drying heavy wax emulsion, provides maximum protection for green lumber against end splitting and checking while drying during seasoning. Available in clear and a number of colors. Do not freeze.

End Spray 400 Green and Red. Pigmented color concentrate for application to lumber ends and plywood edges to give uniform color coating to enhance the product appearance. Water reducible—do not freeze. Can be applied to wood by brush or spray. Normally applied at ratio of 1 gallon 400 End Spray to 7-12 gallons of water, depending on the desired color intensity.

Wood Seal Wax. A light-lemon color, highly refined wax and sealer free of oil and tackiness. Provides maximum protection for green lumber against end splitting and checking during seasoning. Do not freeze.

Sap Stain Control

Liquid Azide 200. A 200-1 concentrate chemical specially designed to prevent "enzymatic brown stain" on sugar pine. Can be used alone or with other sap stain control chemicals adaptable for mixing with proportioning equipment.

Liquid Noxtane® SS-1. A specially formulated sapstain chemical concentrate for the prevention of blue stain and mold in lumber operations of southern and western wood species. Can be mixed with automatic proportioning equipment. Dilute before use either 100 to 1, 66 to 1 or 50 to 1 depending on stain hazard.

Super Noxtane®. A dry powder. General purpose chemical to control sap stain and mold in freshly cut lumber. Buffered for dip tank use or used at double strength in spray systems.

Liquid Noxtane® 1. Liquid sapstain control chemical concentrate dilutable at a rate of 80 to 1 or 50 to 1, depending on stain hazard. Liquid Noxtane 1 contains sodium penta-

chlorophenate and sodium metaborate mixed in a water-organic hydrocarbon solvent system.

Dimension Lumber Protection Lumbrella® Coating. A specially formulated weather protective coating. Provides water repellency and dimensional stability. Replaces paper wrap in protecting quality lumber from sawmill to building site or lumber yard. Available in clear, yellow, brown and redwood colors. Dilutable in water in accordance with the recommended mixtures.

Timbertreat™ Chemicals—Concentrate. Protects freshly cut logs and lumber against insect attack. Dilutes at a rate of one gallon to 160 gallons of water, specific protection against Ambrosia and Lyctus beetles. Active Ingredient—Gamma Isomer of BHC.

Dowicide G-ST Beads—Sodium Pentachlorophenate. A water soluble fungicide for control of sap stain on lumber when used with buffering agents.

Industrial Products

Penta Stain® Coating. A top quality, quickly penetrating outdoor wood stain, containing 5% pentachlorophenol by weight. Also, contains quality resins to give good water repellency. Available in nine basic colors which can be intermixed by the buyer for wider color selection.

Penta Wood Preservative—Concentrate (East of the Rockies). A concentrated solution of pentachlorophenol to be diluted with fuel oil, kerosene, range oil, or diesel fuel. Contains 41% technical pentachlorophenol. Use on wood in contact with ground or other severe exposure applications.

Timbertox 40 Preservative—Concentrate (West of the Rockies).

A concentrated solution of pentachlorophenol to be diluted with fuel oil, kerosene, range oil, or diesel fuel. Contains 40.5% technical pentachlorophenol. Use on wood in contact with ground or other severe exposure applications.

Penta Wood Preservative—Ready-to-Use. A clear, ready-to-use liquid containing 5% pentachlorophenol by weight. Solvents used are residual in the wood and do not provide a paintable surface. Use on wood in contact with ground or other severe exposure applications.

Woodtox® Preservative—Ready-to-Use. A clear water repellent preservative. Use on wood where cleanliness and paintability are desired. Contains 5% pentachlorophenol by weight.

Woodtox® Preprime Preservative. A high quality water repellent preservative for treatment of millwork prior to factory paint priming. Available as a 1:4 concentrate or a ready-to-use solution. Meets National Woodwork Manufacturers Association Standards for water repellency and preservative effectiveness.

✓ **Woodtox® 140 Preservative.** An economical water repellent preservative for dip treatment of millwork, boxes and pallets. Available in a 1:4 concentrate or ready-to-use solution. Meets Federal Specification TT-W-572B and National Woodwork Manufacturers Association Standards for water repellency and preservative effectiveness.

Woodtox® 152 Preservative— Ready-to-Use. Water repellent wood preservative with dark brown color added. For treatment of wood parts used in truck or wagon body construction, other miscellaneous fabricated lumber items.

Coppertreat® 00 Preservative. Copper naphthenate specially formulated to meet MIL-W-18142B, Amendment 3. Assay 2% copper metal by weight in ready-to-use solution. Use on wood in contact with ground or other severe decay hazard areas.

Utility Industry Chemicals

Pole-Like® Ready-to-use, grease-like penetrating coating for ground line remedial treatment of standing poles, poles to be relocated, or poles stored for prolonged periods. Can also be used to treat piling cut-offs. Conforms to Bell Laboratories Specification for C Wood Preservative. There are two formulations: one contains 15% Sodium Fluoride and the other containing 15% Sodium Borate, in addition to 10% penta and 15% creosote.

Pole-Treat® 15. A preservative grease for use in ground line remedial treatment of standing poles, relocated poles held too long in storage, piling cut-offs, and other

wood maintenance uses. Contains 15% pentachlorophenol and 15% creosote.

Tritox. Tritox Preservative Paste is a ready-to-use, grease-like preservative for remedial treatment of standing poles, relocated poles, poles stored too long, and piling cut-offs. It has a combination of oil soluble and water soluble preservative materials. The mixture of preservatives (10% penta, 35% creosote, 40% sodium fluoride) provides the combined preservative effect considered more effective by some authorities than a single preservative. The water soluble salts are considered necessary by many

people for fast penetration results in poles with high moisture content.

Woodtreat® AA Preservative. A paste-like, tan colored emulsion preservative for remedial treatment of dry wood in buildings and structures. This product is useful for the treatment of gains and holes made in poles after treatment that expose untreated wood such as pile cut-offs; for treatment of bridge timbers and other uses where a "loading" of preservative is desired. This product contains 10% pentachlorophenol.

Groundline Treating Accessories. Kraft Paper and dating tags and nails, are available as accessories to groundline products.

Commercial Wood Preserving Industry

✓ **Prilled and Block Monsanto Pentachlorophenol.** Highly toxic to fungi, termites, many forms of bacteria. Use for pressure and thermal treatment of utility transmission poles, fence posts, guard rails, timber and other industrial wood products. Meets American Wood Preservers' Specification and Fed. Spec. TT-W-570.

Flocculating Agents. WTC-71 and WTC-74 are products designed for the treatment of oil in water emulsions to allow the removal of oil, wood extractives and suspended solids from effluents found in recovery and waste disposal systems, wood treating plant operations.

WTC 7-11 Emulsion Prevention Aid. This product is designed to prevent the formation of oil-water emulsions in penta solutions used in pressure treating. It is added in small quantities to the treating solution.

✓ **WR-340.** Straw-colored liquid containing a blend of resins and solvents. Combined with pentachlorophenol and mineral spirits, it produces a paintable preservative water-repellent solution. **Timbertox D-5.** 5% penta in petroleum solvent which meets AWWA Standard P-9 hydrocarbon solvent Type A. Dark amber color solution.

LST Cosolvent II. Anti-blooming additive and co-solvent for light solvent pentachlorophenol solutions. Meets AWWA Standard P-9 for hydrocarbon solvent Type C cosolvent system.

✓ **Petroset II.** This product is a blend of solubilizers, inhibitors and antioxidants designed to prevent the oxidation, sludging, polymerization, and darkening of pentachlorophenol solutions employed in thermal or pressure treating or Boulton drying of wood poles, piling, and lumber. This product is oil soluble and water insoluble.

Specialty Wood Chemicals Group
Forest Products Division
Koppers Company, Inc.
5137 Southwest Avenue
St. Louis, Missouri 63110
314-772-2200

WILDMAN, HARROLD, ALLEN & DIXON

225 WEST WACKER DRIVE

CHICAGO, ILLINOIS 60606-1229

(312) 201-2000

FAX: (312) 201-2555

ANTHONY G. HOPP

(312) 201-2537

June 9, 1995

Ms. Patricia M. Dost
Schwabe, Williamson & Wyatt
Pacwest Center, Suite 1600-1950
1211 Southwest 5th Avenue
Portland, OR 97204-3795

Re: Time Oil

Dear Patty:

Attached please find yet another revised, proposed agreement between Time Oil and Beazer. The purpose of this letter is to explain the most recent revisions.

When you and I last spoke, Time Oil's major concern was the indemnity language contained in the last clause of paragraph 5 of the last version of the proposed agreement. This language would have required Time Oil to indemnify Beazer for any liabilities arising out of the transportation or disposal of material removed from Time Oil's northwest terminal. You told me that any material removed from the northwest terminal would be removed pursuant to an order from, or with the consent of, the Oregon Department of Environmental Quality ("DEQ"). You stated that it would not be equitable to require Time Oil to indemnify Beazer for potential liabilities arising out of Time Oil's compliance with the DEQ's orders, requests or recommendations.

Beazer understands Time Oil's concerns. For that reason, the attached draft deletes the final clause of paragraph 5. At the same time, the agreement states that nothing contained in the agreement shall be construed as giving rise to liability for Beazer under CERCLA or any other federal or state statute or regulation. In addition, the revised agreement states that Time Oil will not remove any soil, groundwater or other material from the northwest terminal other than pursuant to an order from the DEQ, or with the DEQ's consent.

WILDMAN, HARROLD, ALLEN & DIXON

Ms. Patricia M. Dost
June 9, 1995
Page 2

I believe that this latest revised, proposed agreement adequately addresses both Time Oil's concerns and Beazer's concerns. I look forward to hearing from you regarding this latest draft.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON

A handwritten signature in black ink, appearing to read "Tony Hopp", with a stylized flourish at the end.

Anthony G. Hopp

AGH:kma
Enclosure

bcc: Jill M. Blundon, w/enc.
Robert L. Shuftan, w/enc.

BZTO104(e)013954

This Agreement ("Agreement") is entered into by Time Oil Company ("Time Oil") and Beazer East, Inc., formerly known as Beazer Materials and Services, Inc. and Koppers Company, Inc. (collectively "Beazer") as of May ____, 1995.

RECITALS

1. Time Oil owns and operates a facility located at 10350 N. Time Oil Road, Portland, Oregon (the "Northwest Terminal").

2. Pentachlorophenol-formulating operations were formerly conducted at a portion (the "Mixing Area") of the Northwest Terminal under a contract between Time Oil and Beazer.

3. The Oregon Department of Environmental Quality ("DEQ") has requested that Time Oil investigate whether and to what extent the pentachlorophenol-formulating operations may have impacted soil or ground water at the Northwest Terminal.

4. Time Oil and Beazer anticipate that the DEQ may require that Time Oil or Beazer take action to remedy or otherwise mitigate any impact on the Mixing Area caused by the pentachlorophenol-formulating operations.

5. Time Oil and Beazer desire to cooperate in completing the investigation of the Northwest Terminal and, if necessary, in negotiating with DEQ the scope, extent and description of any necessary remedial action. Time Oil and Beazer do not intend by this Agreement to assign, apportion or allocate any liability for investigation costs, negotiation costs or costs to perform any necessary remedial action. This Agreement is not an accord and satisfaction.

AGREEMENT

Time Oil and Beazer agree as follows:

1. **Definitions.** Terms used in this Agreement have the following meanings:

a. "The Mixing Area" means that area of the Northwest Terminal where pentachlorophenol-formulating and associated operations were formerly conducted and where mixed formulations were stored or loaded for shipment.

b. "Investigation" means investigation or investigations required by DEQ or undertaken pursuant to DEQ's voluntary clean-up program into the nature and extent of impact on the Mixing Area. "Investigation" includes studies to assess site conditions and evaluate alternatives to the extent necessary to select a remedy.

c. "Remedial Action" means those actions required by DEQ or undertaken pursuant to DEQ's voluntary clean-up program to clean up, remove or remediate the release or threatened release of a hazardous substance, including actions to monitor, assess or evaluate the release or threat of release of a hazardous substance and actions taken to prevent, minimize or mitigate damage or risk, if any, to health, welfare or the environment.

d. "Hazardous Substance" means any substance defined as "hazardous" or "toxic" under any applicable federal, state or local law, regulation, rule, ordinance or order pertaining to the protection of human health, welfare or the environment, including, but not limited to, the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. ("CERCLA"), and the Oregon Hazardous Substance Removal and Remedial Action Statute, ORS 465.200 et seq. (the "Oregon Statute").

2. **Beazer Technical Assistance.** Beazer agrees to provide technical assistance, as further defined in Subparagraphs 2a, 2b and 2d of this Agreement, to Time Oil in investigating the nature and extent of any impact on the Mixing Area and, if necessary, in negotiating the scope, extent and description of any Remedial Action.

a. Beazer shall provide to Time Oil the services of Jane Patarcity, a Beazer employee, or another Beazer employee similarly situated ("Patarcity") as well as the services of any assistants or consultants selected by Patarcity ("Others"), for the purpose of providing to Time Oil information and advice related to the Investigation and, if necessary, information and advice relating to negotiations with the DEQ concerning the scope, extent and description of any Remedial Action.

b. Time Oil agrees and represents that it has retained a consultant to assist Time Oil in completing the Investigation. Time Oil agrees that, at its option, it will continue to retain and employ a consulting firm to assist Time Oil in completing the Investigation and performing any necessary Remedial Action, but that in no event shall this Agreement entitle Time Oil to professional consulting or engineering services from Beazer. This Agreement does not obligate Beazer to pay any portion of any consulting fees incurred by Time Oil; however, nothing in this subparagraph or this Agreement shall be construed as a waiver or release by Time Oil of any claim against Beazer for such fees.

c. Beazer agrees that it shall provide the services of Patarcity and Others to Time Oil on an as-needed basis, and it will endeavor to make Patarcity or Others available to Time Oil, on reasonable notice, for consultation; provided, however, that should Time Oil request that Patarcity travel outside of Pittsburgh, Pennsylvania, Time Oil will provide Beazer and Patarcity or Others with at least seven (7) business days' advance notice.

d. Beazer agrees that it will pay all expenses incurred by Patarcity and Others in connection with any services to be performed by Patarcity and Others pursuant to this Agreement.

e. As further set forth in paragraph 6 of this Agreement, in entering into this Agreement, Beazer does not waive its right to seek to recover from Time Oil all costs, fees and expenses incurred by Beazer in connection with this Agreement.

3. **Time Oil Information.** Time Oil agrees to provide Beazer with Confidential Information necessary for Beazer to provide technical assistance in the Investigation or Remedial Action.

a. Time Oil will not furnish Beazer with any information Time Oil knows to be inaccurate. Time Oil does not vouch for the accuracy or completeness of any information generated, collected or assembled by any entity including Time Oil and its employees, agents and representatives.

b. The term "Confidential Information" shall mean and include any and all data, field notes, investigative notes, drawings, tests, photographs, records, analyses, calculations, summaries, reports, recommendations and conclusions, as well as any work product developed, generated, produced, received and collected by Time Oil or its agents, contractors, subcontractors or attorneys. All Confidential Information is and shall remain the property of Time Oil, whether in its possession or otherwise, unless Time Oil agrees in writing to waive such right. All Confidential Information shall be delivered to Time Oil upon request.

c. The term "Confidential Information" does not include information that (1) Time Oil makes or has made generally available to the public; (2) Beazer receives other than from Time Oil, its agents, employees, contractors, subcontractors or attorneys and otherwise than in breach of a duty or confidence; or (3) Beazer has received from Time Oil prior to the date of execution of this Agreement.

d. Except as expressly provided herein, Beazer shall not, without the previous written consent of Time Oil, use, publish, or disclose to any other person any Confidential Information. Beazer may disclose Confidential Information when required to comply with a valid order of a governmental entity or a court of competent jurisdiction. Beazer and Time Oil agree that all information developed by Time Oil and/or Beazer in connection with Investigation or Remedial Action at the Mixing Area is generated in preparation of a joint defense and in anticipation of litigation against the State of Oregon or other third parties. However, nothing in this Agreement shall be construed as protecting from discovery or admission into evidence otherwise unprotected material in any future litigation between Time Oil and Beazer.

e. Beazer agrees that breach of this paragraph 3 may cause irreparable harm which may not be adequately remedied by money damages. Accordingly, Beazer and Time Oil stipulate that in the event of any breach or a threatened breach, Time Oil may have equitable relief, without bond, including a temporary restraining order and preliminary injunction, barring further prohibited conduct. Such equitable relief shall be in addition to any other remedies which Time Oil may have under this contract, at law or in equity.

4. **Beazer Liability.** Beazer denies any obligation to pay any losses, damages, attorneys fees, costs or expenses incurred or to be incurred by Time Oil. This Agreement shall not be treated as an admission of liability or responsibility by Beazer at any time for any purpose, such liability having been and continuing to be expressly denied by Beazer. Nothing in this Agreement shall be construed as giving rise to liability for Beazer under CERCLA, the Oregon Statute, or any other state or federal statute or regulation.

5. Time Oil agrees to defend, hold harmless and indemnify Beazer and its parents, subsidiaries, affiliated companies, successors and assigns, their employees, agents, consultants,

attorneys, officers and directors from all fines, penalties or damages arising out of or in any way related to the following: Time Oil's failure to timely comply with any DEQ order, except to the extent that violation of any DEQ order results from Beazer's negligence or willful misconduct.

6. **Removal of Material.** Time Oil agrees that it will not remove soil, ground water or any other material from the Northwest Terminal except pursuant to an order from the DEQ or with the DEQ's express consent or approval.

7. **No Waiver, Exceptions.** This Agreement does not constitute an accord and satisfaction either in whole or in part. In entering into this Agreement, neither Beazer nor Time Oil waives or releases any claims, counterclaims, cross claims, affirmative defenses, actions, or causes of actions it has or may have in any future litigation or administrative proceeding, other than the following:

a. Beazer and Time Oil agree that the period of time beginning with the date of execution of this Agreement and ending with the date of termination of the Agreement as provided in Paragraph 7 will not be included in the application of any statute of limitations to any future litigation between Beazer and Time Oil.

b. Beazer waives any affirmative defense, claim, counterclaim, crossclaim, action or cause of action based upon Time Oil's failure to comply or substantially comply with any provision of the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. part 300 et seq., ("NCP") in performing any future Investigation or Remedial Action at the Mixing Area, unless Beazer makes specific written objection within ten (10) business days after receipt of written notice from Time Oil that it intends to commence the objectionable item of Investigation or Remedial Action. This Subparagraph does not apply to, and Beazer does not

waive, any affirmative defense related to or based on any failure by Time Oil to comply or substantially comply with the NCP in performing any Investigation or Remedial Action commenced or completed prior to the date of execution of this Agreement, or after the termination of this Agreement, except to the extent that Beazer expressly agreed with the Investigation or Remedial Action.

8. **Termination.** Either party may terminate this Agreement at any time upon ten (10) days' prior written notice to the other party. Termination under this provision shall in no way affect Beazer's obligation to maintain the confidentiality of Time Oil's Confidential Information or Time Oil's indemnity obligations as set forth in Paragraph 5. In the event of termination, Beazer shall be entitled to claim any defense, claim, counterclaim, crossclaim, cause of action or action based upon Time Oil's failure to comply or substantially comply with the NCP with respect to any Investigation or Remedial Action occurring after the date of termination, and as provided in Paragraph 6(b).

9. **Duplicate Originals.** This Agreement is executed in duplicate originals.

10. **No Third Party Beneficiaries.** This Agreement is entered into for the express benefit of Time Oil and Beazer and is not intended and shall not be deemed to create any rights or interests whatsoever in any other person, including without limitation, any right to enforce the terms hereof.

11. **Severability.** Each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable under applicable law, but if any provision hereof shall be or become prohibited or invalid under any applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity, without thereby invalidating the remainder of that provision or any other provision hereof.

12. **Governing Law.** This Agreement shall be governed by and considered in accordance with the laws of the State of Oregon.

13. **Integration.** This Agreement constitutes the entire agreement by and among all of the parties hereto and integrates and supersedes all prior understandings or agreements with respect to the subject matter.

14. **Modification.** This Agreement may not be altered, amended, modified or otherwise changed except by writing, duly executed by authorized representatives of Beazer and Time Oil.

15. **Notices.** Notices required or permitted to be given under the Agreement shall be sent via first class mail to the following addresses:

For Time Oil: Richard Gordon
Time Oil Company
2737 W. Commodore Way
Seattle, Washington 98199

With copy to: Patricia Dost
Schwabe, Williamson & Wyatt
1211 S.W. Fifth Avenue - Suite 1700
Portland, Oregon 97204-3795

For Beazer: Jill Blundon
Beazer East Inc.
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

With copy to: Anthony Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

16. **Warranty of Representation.** Each party executing this Agreement represents that it has been represented by counsel of its own choosing regarding the preparation and

negotiation of this Agreement and all the matters set forth herein and that each of them has read this Agreement and is fully aware of the contents thereof and its legal effect.

17. Arbitration.

a. All disputes arising under this Agreement shall be submitted to arbitration.

If a dispute arises, the party desiring arbitration shall give written notice to the other party and in such notice shall appoint a disinterested person of recognized competence in the field involved as the arbitrator on its behalf. Within five (5) business days thereafter, the other party by written notice may appoint a second disinterested person of recognized competence in such field as the arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence in such field, and such three arbitrators shall as promptly as possible, but not later than ten (10) business days later, determine such matter; provided, however, if the second arbitrator shall not have been appointed as described above, the first arbitrator shall proceed to determine the matter as the sole arbitrator.

b. The determination of the majority of the arbitrators, or the sole arbitrator, as the case may be, shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties stating the determination, and shall furnish to each party a signed copy of such determination.

TIME OIL COMPANY

BEAZER EAST INC., f/k/a
BEAZER MATERIALS AND SERVICES,
INC. and KOPPERS COMPANY INC.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

WILDMAN, HARROLD, ALLEN & DIXON

225 WEST WACKER DRIVE

CHICAGO, ILLINOIS 60606-1229

(312) 201-2000

FAX: (312) 201-2555

ANTHONY G. HOPP

(312) 201-2537

May 24, 1995

VIA FEDERAL EXPRESS

Ms. Patricia M. Dost
Schwabe, Williamson & Wyatt
Pacwest Center, Suite 1600-1950
1211 Southwest 5th Avenue
Portland, OR 97204-3795

Re: Time Oil Northwest Terminal
Your File No.: 89360/82295
Our File No.: K7528-097

Dear Patty:

Enclosed please find what I hope are the final revisions to the Time Oil/Beazer agreement. Beazer has approved these changes, and is prepared to execute the agreement in its present form.

Please call me when you receive this so that I can explain the concerns which led to the most recent revisions.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON



Anthony G. Hopp

AGH:kma

Enclosures

cc: Jill M. Blundon, Esq.
Robert L. Shuftan, Esq., w/enc.

This Agreement ("Agreement") is entered into by Time Oil Company ("Time Oil") and Beazer East, Inc., formerly known as Beazer Materials and Services, Inc. and Koppers Company, Inc. (collectively "Beazer") as of May ____, 1995.

RECITALS

1. Time Oil owns and operates a facility located at 10350 N. Time Oil Road, Portland, Oregon (the "Northwest Terminal").
2. Pentachlorophenol-formulating operations were formerly conducted at a portion (the "Mixing Area") of the Northwest Terminal under a contract between Time Oil and Beazer.
3. The Oregon Department of Environmental Quality ("DEQ") has requested that Time Oil investigate whether and to what extent the pentachlorophenol-formulating operations may have impacted soil or ground water at the Northwest Terminal.
4. Time Oil and Beazer anticipate that the DEQ may require that Time Oil or Beazer take action to remedy or otherwise mitigate any impact on the Mixing Area caused by the pentachlorophenol-formulating operations.
5. Time Oil and Beazer desire to cooperate in completing the investigation of the Northwest Terminal and, if necessary, in negotiating with DEQ the scope, extent and description of any necessary remedial action. Time Oil and Beazer do not intend by this Agreement to assign, apportion or allocate any liability for investigation costs, negotiation costs or costs to perform any necessary remedial action. This Agreement is not an accord and satisfaction.

AGREEMENT

Time Oil and Beazer agree as follows:

1. **Definitions.** Terms used in this Agreement have the following meanings:

a. "The Mixing Area" means that area of the Northwest Terminal where pentachlorophenol-formulating and associated operations were formerly conducted and where mixed formulations were stored or loaded for shipment.

b. "Investigation" means investigation or investigations required by DEQ or undertaken pursuant to DEQ's voluntary clean-up program into the nature and extent of impact on the Mixing Area. "Investigation" includes studies to assess site conditions and evaluate alternatives to the extent necessary to select a remedy.

c. "Remedial Action" means those actions required by DEQ or undertaken pursuant to DEQ's voluntary clean-up program to clean up, remove or remediate the release or threatened release of a hazardous substance, including actions to monitor, assess or evaluate the release or threat of release of a hazardous substance and actions taken to prevent, minimize or mitigate damage or risk, if any, to health, welfare or the environment.

d. "Hazardous Substance" means any substance defined as "hazardous" or "toxic" under any applicable federal, state or local law, regulation, rule, ordinance or order pertaining to the protection of human health, welfare or the environment, including, but not limited to, the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., and the Oregon Hazardous Substance Removal and Remedial Action Statute, ORS 465.200 et seq.

2. **Beazer Technical Assistance.** Beazer agrees to provide technical assistance, as further defined in Subparagraphs 2a, 2b and 2d of this Agreement, to Time Oil in investigating the nature and extent of any impact on the Mixing Area and, if necessary, in negotiating the scope, extent and description of any Remedial Action.

a. Beazer shall provide to Time Oil the services of Jane Patarcity, a Beazer employee, or another Beazer employee similarly situated ("Patarcity") as well as the services of any assistants or consultants selected by Patarcity ("Others"), for the purpose of providing to Time Oil information and advice related to the Investigation and, if necessary, information and advice relating to negotiations with the DEQ concerning the scope, extent and description of any Remedial Action.

b. Time Oil agrees and represents that it has retained a consultant to assist Time Oil in completing the Investigation. Time Oil agrees that, at its option, it will continue to retain and employ a consulting firm to assist Time Oil in completing the Investigation and performing any necessary Remedial Action, but that in no event shall this Agreement entitle Time Oil to professional consulting or engineering services from Beazer. This Agreement does not obligate Beazer to pay any portion of any consulting fees incurred by Time Oil; however, nothing in this subparagraph or this Agreement shall be construed as a waiver or release by Time Oil of any claim against Beazer for such fees.

c. Beazer agrees that it shall provide the services of Patarcity and Others to Time Oil on an as-needed basis, and it will endeavor to make Patarcity or Others available to Time Oil, on reasonable notice, for consultation; provided, however, that should Time Oil request that Patarcity travel outside of Pittsburgh, Pennsylvania, Time Oil will provide Beazer and Patarcity or Others with at least seven (7) business days' advance notice.

d. Beazer agrees that it will pay all expenses incurred by Patarcity and Others in connection with any services to be performed by Patarcity and Others pursuant to this Agreement.

e. As further set forth in paragraph 6 of this Agreement, in entering into this Agreement, Beazer does not waive its right to seek to recover from Time Oil all costs, fees and expenses incurred by Beazer in connection with this Agreement.

3. **Time Oil Information.** Time Oil agrees to provide Beazer with Confidential Information necessary for Beazer to provide technical assistance in the Investigation or Remedial Action.

a. Time Oil will not furnish Beazer with any information Time Oil knows to be inaccurate. Time Oil does not vouch for the accuracy or completeness of any information generated, collected or assembled by any entity including Time Oil and its employees, agents and representatives.

b. The term "Confidential Information" shall mean and include any and all data, field notes, investigative notes, drawings, tests, photographs, records, analyses, calculations, summaries, reports, recommendations and conclusions, as well as any work product developed, generated, produced, received and collected by Time Oil or its agents, contractors, subcontractors or attorneys. All Confidential Information is and shall remain the property of Time Oil, whether in its possession or otherwise, unless Time Oil agrees in writing to waive such right. All Confidential Information shall be delivered to Time Oil upon request.

c. The term "Confidential Information" does not include information that (1) Time Oil makes or has made generally available to the public; (2) Beazer receives other than from Time Oil, its agents, employees, contractors, subcontractors or attorneys and otherwise than in breach of a duty or confidence; or (3) Beazer has received from Time Oil prior to the date of execution of this Agreement.

d. Except as expressly provided herein, Beazer shall not, without the previous written consent of Time Oil, use, publish, or disclose to any other person any Confidential Information. Beazer may disclose Confidential Information when required to comply with a valid order of a governmental entity or a court of competent jurisdiction. Beazer and Time Oil agree that all information developed by Time Oil and/or Beazer in connection with Investigation or Remedial Action at the Mixing Area is generated in preparation of a joint defense and in anticipation of litigation against the State of Oregon or other third parties. However, nothing in this Agreement shall be construed as protecting from discovery or admission into evidence otherwise unprotected material in any future litigation between Time Oil and Beazer.

e. Beazer agrees that breach of this paragraph 3 may cause irreparable harm which may not be adequately remedied by money damages. Accordingly, Beazer and Time Oil stipulate that in the event of any breach or a threatened breach, Time Oil may have equitable relief, without bond, including a temporary restraining order and preliminary injunction, barring further prohibited conduct. Such equitable relief shall be in addition to any other remedies which Time Oil may have under this contract, at law or in equity.

4. **Beazer Liability.** Beazer denies any obligation to pay any losses, damages, attorneys fees, costs or expenses incurred or to be incurred by Time Oil. This Agreement shall not be treated as an admission of liability or responsibility by Beazer at any time for any purpose, such liability having been and continuing to be expressly denied by Beazer.

5. Time Oil agrees to defend, hold harmless and indemnify Beazer and its parents, subsidiaries, affiliated companies, successors and assigns, their employees, agents, consultants, attorneys, officers and directors from all fines, penalties or damages arising out of or in any way related to the following: Time Oil's failure to timely comply with any DEQ order, except to

the extent that violation of any DEQ order results from Beazer's negligence or willful misconduct; and the transportation or disposal of any material removed from the Northwest Terminal in connection with the Investigation or Remedial Action.

6. **No Waiver, Exceptions.** This Agreement does not constitute an accord and satisfaction either in whole or in part. In entering into this Agreement, neither Beazer nor Time Oil waives or releases any claims, counterclaims, cross claims, affirmative defenses, actions, or causes of actions it has or may have in any future litigation or administrative proceeding, other than the following:

a. Beazer and Time Oil agree that the period of time beginning with the date of execution of this Agreement and ending with the date of termination of the Agreement as provided in Paragraph 7 will not be included in the application of any statute of limitations to any future litigation between Beazer and Time Oil.

b. Beazer waives any affirmative defense, claim, counterclaim, crossclaim, action or cause of action based upon Time Oil's failure to comply or substantially comply with any provision of the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. part 300 et seq., ("NCP") in performing any future Investigation or Remedial Action at the Mixing Area, unless Beazer makes specific written objection within ten (10) business days after receipt of written notice from Time Oil that it intends to commence the objectionable item of Investigation or Remedial Action. This Subparagraph does not apply to, and Beazer does not waive, any affirmative defense related to or based on any failure by Time Oil to comply or substantially comply with the NCP in performing any Investigation or Remedial Action commenced or completed prior to the date of execution of this Agreement, or after the

termination of this Agreement, except to the extent that Beazer expressly agreed with the Investigation or Remedial Action.

7. **Termination.** Either party may terminate this Agreement at any time upon ten (10) days' prior written notice to the other party. Termination under this provision shall in no way affect Beazer's obligation to maintain the confidentiality of Time Oil's Confidential Information or Time Oil's indemnity obligations as set forth in Paragraph 5. In the event of termination, Beazer shall be entitled to claim any defense, claim, counterclaim, crossclaim, cause of action or action based upon Time Oil's failure to comply or substantially comply with the NCP with respect to any Investigation or Remedial Action occurring after the date of termination, and as provided in Paragraph 6(b).

8. **Duplicate Originals.** This Agreement is executed in duplicate originals.

9. **No Third Party Beneficiaries.** This Agreement is entered into for the express benefit of Time Oil and Beazer and is not intended and shall not be deemed to create any rights or interests whatsoever in any other person, including without limitation, any right to enforce the terms hereof.

10. **Severability.** Each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable under applicable law, but if any provision hereof shall be or become prohibited or invalid under any applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity, without thereby invalidating the remainder of that provision or any other provision hereof.

11. **Governing Law.** This Agreement shall be governed by and considered in accordance with the laws of the State of Oregon.

12. **Integration.** This Agreement constitutes the entire agreement by and among all of the parties hereto and integrates and supersedes all prior understandings or agreements with respect to the subject matter.

13. **Modification.** This Agreement may not be altered, amended, modified or otherwise changed except by writing, duly executed by authorized representatives of Beazer and Time Oil.

14. **Notices.** Notices required or permitted to be given under the Agreement shall be sent via first class mail to the following addresses:

For Time Oil: Richard Gordon
Time Oil Company
2737 W. Commodore Way
Seattle, Washington 98199

With copy to: Patricia Dost
Schwabe, Williamson & Wyatt
1211 S.W. Fifth Avenue - Suite 1700
Portland, Oregon 97204-3795

For Beazer: Jill Blundon
Beazer East Inc.
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

With copy to: Anthony Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

15. **Warranty of Representation.** Each party executing this Agreement represents that it has been represented by counsel of its own choosing regarding the preparation and negotiation of this Agreement and all the matters set forth herein and that each of them has read this Agreement and is fully aware of the contents thereof and its legal effect.

16. Arbitration.

a. All disputes arising under this Agreement shall be submitted to arbitration.

If a dispute arises, the party desiring arbitration shall give written notice to the other party and in such notice shall appoint a disinterested person of recognized competence in the field involved as the arbitrator on its behalf. Within five (5) business days thereafter, the other party by written notice may appoint a second disinterested person of recognized competence in such field as the arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence in such field, and such three arbitrators shall as promptly as possible, but not later than ten (10) business days later, determine such matter; provided, however, if the second arbitrator shall not have been appointed as described above, the first arbitrator shall proceed to determine the matter as the sole arbitrator.

b. The determination of the majority of the arbitrators, or the sole arbitrator, as the case may be, shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties stating the determination, and shall furnish to each party a signed copy of such determination.

TIME OIL COMPANY

BEAZER EAST INC., f/k/a
BEAZER MATERIALS AND SERVICES,
INC. and KOPPERS COMPANY INC.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

This Agreement ("Agreement") is entered into by Time Oil Company ("Time Oil") and Beazer East, Inc., formerly known as Beazer Materials and Services, Inc. and Koppers Company, Inc. (collectively "Beazer") as of May ____, 1995.

RECITALS

1. Time Oil owns and operates a facility located at 10350 N. Time Oil Road, Portland, Oregon (the "Northwest Terminal").
2. Pentachlorophenol-formulating operations were formerly conducted at a portion (the "Mixing Area") of the Northwest Terminal under a contract between Time Oil and Beazer.
3. The Oregon Department of Environmental Quality ("DEQ") has requested that Time Oil investigate whether and to what extent the pentachlorophenol-formulating operations may have impacted soil or ground water at the Northwest Terminal.
4. Time Oil and Beazer anticipate that the DEQ may require that Time Oil or Beazer take action to remedy or otherwise mitigate any impact on the ~~Northwest Terminal~~ Mixing Area caused by the pentachlorophenol-formulating operations.
5. Time Oil and Beazer desire to cooperate in completing the investigation of the Northwest Terminal and, if necessary, in negotiating with DEQ the scope, extent and description of any necessary remedial action. Time Oil and Beazer do not intend by this Agreement to assign, apportion or allocate any liability for investigation costs, negotiation costs or costs to perform any necessary remedial action. This Agreement is not an accord and satisfaction.

AGREEMENT

Time Oil and Beazer agree as follows:

1. **Definitions.** Terms used in this Agreement have the following meanings:

a. "The Mixing Area" means that area of the Northwest Terminal where pentachlorophenol-formulating and associated operations were formerly conducted and where mixed formulations were stored or loaded for shipment.

b. "Investigation" means investigation or investigations required by DEQ or undertaken pursuant to DEQ's voluntary clean-up program into the nature and extent of impact on the Mixing Area. "Investigation" includes studies to assess site conditions and evaluate alternatives to the extent necessary to select a remedy.

c. "Remedial Action" means those actions ~~taken~~ required by DEQ or undertaken pursuant to DEQ's voluntary clean-up program to clean up, remove or remediate the release or threatened release of a hazardous substance, including actions to monitor, assess or evaluate the release or threat of release of a hazardous substance and actions taken to prevent, minimize or mitigate damage or risk, if any, to health, welfare or the environment.

d. "Hazardous Substance" means any substance defined as "hazardous" or "toxic" under any applicable federal, state or local law, regulation, rule, ordinance or order pertaining to the protection of human health, welfare or the environment, including, but not limited to, the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 USC U.S.C. § 9601 et seq., and the Oregon Hazardous Substance Removal and Remedial Action Statute, ORS 465.200 et seq.

2. **Beazer Technical Assistance.** Beazer agrees to provide technical assistance, as further defined in Subparagraphs 2a, 2b and 2d of this Agreement, to Time Oil in investigating the nature and extent of any impact on the Mixing Area and, if necessary, in negotiating the scope, extent and description of any Remedial Action.

a. Beazer shall provide to Time Oil the services of Jane Patarcity, a Beazer employee, or another Beazer employee similarly situated ("Patarcity") as well as the services of any assistants or consultants selected by Patarcity ("Others"), for the purpose of providing to Time Oil information and advice related to the Investigation and, if necessary, information and advice relating to negotiations with the DEQ concerning the scope, extent and description of any Remedial Action.

b. Time Oil agrees and represents that it has retained a consultant to assist Time Oil in completing the Investigation. Time Oil agrees that, at its option, it will continue to retain and employ a consulting firm to assist Time Oil in completing the Investigation and performing any necessary Remedial Action, but that in no event shall this Agreement entitle Time Oil to professional consulting or engineering services from Beazer. This Agreement does not obligate Beazer to pay any portion of any consulting fees incurred by Time Oil; however, nothing in this subparagraph or this Agreement shall be construed as a waiver or release by Time Oil of any claim against Beazer for such fees.

c. Beazer agrees that it shall provide the services of Patarcity and Others to Time Oil on an as-needed basis, and it will endeavor to make Patarcity or Others available to Time Oil, on reasonable notice, for consultation; provided, however, that should Time Oil request that Patarcity travel outside of Pittsburgh, Pennsylvania, Time Oil will provide Beazer and Patarcity or Others with at least seven (7) business days' advance notice.

d. Beazer agrees that it will pay all expenses incurred by Patarcity and Others in connection with any services to be performed by Patarcity and Others pursuant to this Agreement.

e. As further set forth in paragraph 6 of this Agreement, in entering into this Agreement, Beazer does not waive its right to seek to recover from Time Oil all costs, fees and expenses incurred by Beazer in connection with this Agreement.

3. **Time Oil Information.** Time Oil agrees to provide Beazer with Confidential Information necessary for Beazer to provide technical assistance in the Investigation or Remedial Action.

a. Time Oil will not furnish Beazer with any information Time Oil knows to be inaccurate. Time Oil does not vouch for the accuracy or completeness of any information generated, collected or assembled by any entity including Time Oil and its employees, agents and representatives.

b. The term "~~confidential information~~"Confidential Information" shall mean and include any and all data, field notes, investigative notes, drawings, tests, photographs, records, analyses, calculations, summaries, reports, recommendations and conclusions, as well as any work product developed, generated, produced, received and collected by Time Oil or its agents, contractors, subcontractors or attorneys. All ~~confidential information~~ Confidential Information is and shall remain the property of Time Oil, whether in its possession or otherwise, unless Time Oil agrees in writing to waive such right. All ~~confidential information~~ Confidential Information shall be delivered to Time Oil upon request.

c. The term "~~confidential information~~"Confidential Information" does not include information that (1) Time Oil makes or has made generally available to the public; (2) Beazer receives other than from Time Oil, its agents, employees, contractors, subcontractors or attorneys and otherwise than in breach of a duty or confidence; or (3) Beazer has received from Time Oil prior to the date of execution of this Agreement.

d. Except as expressly provided herein, Beazer shall not, without the previous written consent of Time Oil, use, publish, or disclose to any other person any ~~confidential information~~ Confidential Information. Beazer may disclose ~~—confidential information~~ Confidential Information when required to comply with a valid order of a governmental entity or a court of competent jurisdiction. Beazer and Time Oil agree that all information developed by Time Oil and/or Beazer in connection with Investigation or Remedial Action at the Mixing Area is generated in preparation of a joint defense and in anticipation of litigation against the State of Oregon or other third parties. However, nothing in this Agreement shall be construed as protecting from discovery or admission into evidence otherwise unprotected material in any future litigation between Time Oil and Beazer.

e. Beazer agrees that breach of this paragraph 3 may cause irreparable harm which may not be adequately remedied by money damages. Accordingly, Beazer and Time Oil stipulate that in the event of any breach or a threatened breach, Time Oil may have equitable relief, without bond, including a temporary restraining order and preliminary injunction, barring further prohibited conduct. Such equitable relief shall be in addition to any other remedies which Time Oil may have under this contract, at law or in equity.

4. Beazer Liability. ~~Except as otherwise provided in this Agreement,~~ Beazer denies any obligation to pay any losses, damages, attorneys fees, costs or expenses incurred or to be incurred by Time Oil. This Agreement shall not be treated as an admission of liability or responsibility by Beazer at any time for any purpose, such liability having been and continuing to be expressly denied by Beazer.

5. Time Oil agrees to defend, hold harmless and indemnify Beazer and its parents, subsidiaries, affiliated companies, successors and assigns, their employees, agents, consultants,

attorneys, officers and directors from all fines or penalties ~~because of Time Oil's negligent or willful~~ or damages arising out of or in any way related to the following: Time Oil's failure to timely to comply with any DEQ order, except to the extent that violation of any DEQ order results from Beazer's negligence or willful misconduct; and the transportation or disposal of any material removed from the Northwest Terminal in connection with the Investigation or Remedial Action.

6. **No Waiver, Exceptions.** This Agreement does not constitute an accord and satisfaction either in whole or in part. In entering into this Agreement, neither Beazer nor Time Oil waives or releases any claims, counterclaims, cross claims, affirmative defenses, actions, or causes of actions it has or may have in any future litigation or administrative proceeding, other than the following:

a. Beazer and Time Oil agree that the period of time beginning with the date of execution of this Agreement and ending with the date of termination of the Agreement as provided in Paragraph 7 will not be included in the application of any statute of limitations to any future litigation between Beazer and Time Oil.

b. Beazer waives any affirmative defense, claim, counterclaim, crossclaim, action or cause of action based upon Time Oil's failure to comply or substantially comply with any provision of the National Oil and Hazardous Substances Pollution Contingency Plan, 40 CFR C.F.R. part 300 et seq., ("NCP") in performing any future Investigation or Remedial Action at the Mixing Area, unless Beazer makes specific written objection within ten (10) business days after receipt of written notice from Time Oil that it intends to commence the objectionable item of Investigation or Remedial Action. This Subparagraph does not apply to, and Beazer does not waive, any affirmative defense related to or based on any failure by Time

Oil to comply or substantially comply with the NCP in performing any Investigation or Remedial Action commenced or completed prior to the date of execution of this Agreement, or after the termination of this Agreement, except to the extent that Beazer ~~participated in or previously concurred~~ expressly agreed with the Investigation or Remedial Action.

7. **Termination.** Either party may terminate this Agreement at any time upon ten (10) days' prior written notice to the other party. Termination under this provision shall in no way affect Beazer's obligation to maintain the confidentiality of Time Oil's ~~confidential information~~ Confidential Information or Time Oil's indemnity obligations as set forth in Paragraph 5. In the event of termination, Beazer shall be entitled to claim any defense, claim, counterclaim, crossclaim, cause of action or action based upon Time Oil's failure to comply or substantially comply with the NCP with respect to any Investigation or Remedial Action occurring after the date of termination, and as provided in Paragraph 6(b).

8. **Duplicate Originals.** This Agreement is executed in duplicate originals.

9. **No Third Party Beneficiaries.** This Agreement is entered into for the express benefit of Time Oil and Beazer and is not intended and shall not be deemed to create any rights or interests whatsoever in any other person, including without limitation, any right to enforce the terms hereof.

10. **Severability.** Each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable under applicable law, but if any provision hereof shall be or become prohibited or invalid under any applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity, without thereby invalidating the remainder of that provision or any other provision hereof.

11. **Governing Law.** This Agreement shall be governed by and considered in accordance with the laws of the State of Oregon.

12. **Integration.** This Agreement constitutes the entire agreement by and among all of the parties hereto and integrates and supersedes all prior understandings or agreements with respect to the subject matter.

13. **Modification.** This Agreement may not be altered, amended, modified or otherwise changed except by writing, duly executed by authorized representatives of Beazer and Time Oil.

14. **Notices.** Notices required or permitted to be given under the Agreement shall be sent via first class mail to the following addresses:

For Time Oil: Richard Gordon
Time Oil Company
2737 W. Commodore Way
Seattle, Washington 98199

With copy to: Patricia Dost
Schwabe, Williamson & Wyatt
1211 S.W. Fifth Avenue - Suite 1700
Portland, Oregon 97204-3795

For Beazer: ~~Jane Patareity~~ Jill Blundon
Beazer East Inc.
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

With copy to: Anthony Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

15. **Warranty of Representation.** Each party executing this Agreement represents that it has been represented by counsel of its own choosing regarding the preparation and

negotiation of this Agreement and all the matters set forth herein and that each of them has read this Agreement and is fully aware of the contents thereof and its legal effect.

16. Arbitration.

a. All disputes arising under this Agreement shall be submitted to arbitration.

If a dispute arises, the party desiring arbitration shall give written notice to the other party and in such notice shall appoint a disinterested person of recognized competence in the field involved as the arbitrator on its behalf. Within five (5) business days thereafter, the other party by written notice may appoint a second disinterested person of recognized competence in such field as the arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence in such field, and such three arbitrators shall as promptly as possible, but not later than ten (10) business days later, determine such matter; provided, however, if the second arbitrator shall not have been appointed as described above, the first arbitrator shall proceed to determine the matter as the sole arbitrator.

b. The determination of the majority of the arbitrators, or the sole arbitrator, as the case may be, shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties stating the determination, and shall furnish to each party a signed copy of such determination.

TIME OIL COMPANY

BEAZER EAST INC., f/k/a
BEAZER MATERIALS AND SERVICES,
INC. and KOPPERS COMPANY INC.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

**SCHWABE
WILLIAMSON
& WYATT**

ATTORNEYS AT LAW

PATRICIA M. DOST

DIRECT LINE: 503 796-2449

PACWEST CENTER, SUITES 1600-1950

1211 SOUTHWEST FIFTH AVENUE • PORTLAND, OREGON 97204-3795

TELEPHONE: 503 222-9981 • FAX: 503 796-2900 • TELEX: 4937535 SWK UI

December 16, 1994

Anthony G. Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

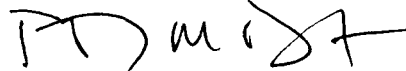
Re: Time Oil Northwest Terminal
Our File No.: 89360/82295

Dear Tony:

Since we last spoke, our efforts to convince the Oregon Department of Environmental Quality that its RCRA program is not the most appropriate or expeditious manner of managing investigation and remediation of the Northwest Terminal have borne fruit. Recently, DEQ agreed to allow us to leave the RCRA program and enter its Voluntary Cleanup Program, which we hope will allow us much more flexibility in investigating the nature and extent of the pentachlorophenol contamination and in selecting and implementing a remedy. DEQ has not yet assigned us a project manager, and so the project remains on hold. DEQ has, however, promised to assign someone to us before the end of the year.

At the risk of being overly optimistic that this project will finally get off the ground, I am forwarding to you some draft terms and conditions to formalize Beazer's earlier agreement to provide Time Oil technical assistance at the Northwest Terminal. Please let me know what you think.

Very truly yours,



Patty M. Dost

PMD:smp
Enclosure
cc: Richard Gordon
Kevin Murphy

PORTLAND	SEATTLE	VANCOUVER	WASHINGTON
OREGON	WASHINGTON	WASHINGTON	DISTRICT OF COLUMBIA
503 222-9981	206 622-1711	206 694-7551	202 785-5960

(SWW1/89360/82295/PMD/584795.1)

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